United States Court of Appeals

for the Second Circuit

APPENDIX

74-2590

B

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

No. 74-2590

MARGARET M. LANDON,
Plaintiff-Appellant,

v.

TWENTIETH CENTURY-FOX FILM
CORPORATION

and

COLUMBIA BROADCASTING SYSTEM, INC.,
Defendants-Appellees.

ON APPEAL FROM
THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JAN 22 1975

JOINT APPENDIX - VOLUME I

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PAGINATION AS IN ORIGINAL COPY

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RELEVANT DOCKET ENTRIES

CIVIL DOCKET
STATES DISTRICT COURT

Jury demand date:

JUDGE LASKER
74 CIV. 518

Form No. 106 Rev.

TITLE OF CASE	ATTORNEYS
MARGARET M. LANDON vs TWENTIETH CENTURY-FOX FILM CORP. & COLUMBIA BROADCASTING SYSTEM, INC.	For plaintiff: Layton and Sherman ~~375 Park Ave., NYC. 10022 PL 9-7100~~ 50 Rockefeller Plaza, NYC. 10020 586-4300 For defendant: Rogers & Wells (Both defts.) 200 Park Ave., NYC. 10017 972-7000

STATISTICAL RECORD	COSTS		DATE	NAME OR RECEIPT NO.	REC.	DISB.
J.S. 5 mailed X	Clerk		12/11/74			
J.S. 6 mailed	Marshal					
Basis of Action: Damages - Copyright Infringement	Docket fee					
	Witness fees		DEC 24 1974			
Action arose at:	Depositions					

(1)

Civ. 518 MARGARET M. LANDON -v- TWENTIETH CENTURY-FOX, et ano LASK

74 CIV.

DATE	PROCEEDINGS
Jan.31-74	Filed true copy of docket entries and order of transfer from the U.S.D.C., for the District of Columbia, Washington, D.C. together with all filed papers.
	PROCEEDINGS - SDNY
Mar.1-74	Filed depositions (4) of Margaret M. Landon.
Mar.4-74	Filed notice of appearance for pltf.
Mar.5-74	Filed notice of appearance by Rogers & Wells as attys for both defts.
Apr.15-74	Filed deft's affdvt, 9(g) statement & notice of motion for summary judgment. Ret. 4-25-74.
Apr.15-74	Filed deft's memo in support of motion for summary judgment.
Apr.15-74	Filed deft's affdvt & notice of motion for leave to amend the answer. Ret. 4-15-74.
Apr.15-74	Filed deft's memo in support of motion.
Apr.18-74	Filed Pltfs. motion to compel production of documents.
Apr.18-74	Filed MEMO END. on pltfs. motion to compel production. Referred to Mag. Gerald Goettel for review and recommendation. LASKER,J.
Apr.29-74	Filed notice of change of address of pltf. Atty.
May 15-74	Filed memo endorsed on motion filed 4-18-74--Pltff's motion having been referred to Mag. Goettel--and a hearing having been held and the deft. having agreed to provide the discovery sought by the pltff., it is ordered that the motion is withdrawn as moot.-So ordered--Lasker,J.-mailed notice.
Jun.10-74	Filed pltffs affdvt, Rule 9(g) statement & notice of motion-(cross) for partial summary judgment. Ret. 6-28-74.
Jun.10-74	Filed pltffs memo in support of cross-motion.
Jun.10-74	Filed pltffs affdvt of Herbert A. Fierst with attachments.
Jun.10-74	Filed pltffs opposition to deft's motion for leave to amend answer.
Jul 2-74	Filed Defts affdvt. in support of defts' motion for summary judgment.
Jul 2-74	Filed Defts' memorandum in opposition to pltff's cross-motion for summary judgment.
Nov 14-74	Filed Memorandum & Order#41442.....Pltff's motion for summary judgment is denied; n defts' motion for amend their answer is granted; defts' motion for summary judgment dismissing the complt. is granted. It is so Ordered....Lasker, J. m/n
Nov 27-74	Filed Pltff's Notice of Appeal to USCA from order ent 11-14-74 granting defts' motion for summary judgment..Notide mailed 11-29-74 to :Roger & Wells 200 Pk Av. NYC.

A TRUE COPY
RAYMOND F. BURGHARDT, Clerk
BY _____
Deputy Clerk

B

(2)

IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

WADDY, J.

MARGARET M. LANDON
4711 Fulton Street, N.W.
Washington, D.C. 20011

Plaintiff,

v.

TWENTIETH CENTURY-FOX FILM CORPORATION
444 West 56th Street
New York, New York 10019

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52nd Street
New York, New York 10019

Defendants.

NOV 17 1972

Civil Action
No.
2306-72

(Plaintiff demands
Trial by Jury)

COMPLAINT FOR DAMAGES, PROHIBITORY IN-
JUNCTION, AND OTHER RELIEF

I. Statement As to Jurisdiction and Description of the Parties

Plaintiff, Margaret M. Landon, complains against the defendants named above as follows:

1. This is an action for (i) a declaratory judgment that defendants Twentieth Century-Fox Film Corporation (hereinafter "Fox") and Columbia Broadcasting System, Inc. (hereinafter "CBS") have willfully infringed plaintiff's copyrights in the literary work ANNA AND THE KING OF SIAM and otherwise injured plaintiff; (ii) the award of damages and profits to plaintiff in consequence of defendants' willful infringement of

said copyrights and other acts; and (iii) a prohibitory injunction restraining defendants, their subsidiaries, agents and servants, from infringing plaintiff's copyrights in any manner and from telecasting, distributing, or in any way using any episode in any television program or series based on the aforementioned literary work.

2. Plaintiff asserts that defendants violated plaintiff's rights under the Copyright Act of 1909, as amended, Title 17 of the United States Code, and have otherwise injured plaintiff by the following acts, among others: (i) defendants have, unlawfully and without license from plaintiff, and after written notice to defendants, made or caused to be made a series of television programs entitled "Anna and the King," which is copied from and based upon plaintiff's copyrighted literary work ANNA AND THE KING OF SIAM; (ii) defendants have, unlawfully and without license from plaintiff, and after written notice to defendants, televised or caused to be televised the foregoing series of programs and plan to continue doing so. Plaintiff additionally asserts that defendant Fox is guilty of breach of contract.

3. This action arises under the laws of the United States. The jurisdiction of this Court is based on 28 U.S.C. §§ 1331, 1332, 1337, 1338, 2201 and 2202 and District of Columbia Code, § 11-501. Venue lies in this Court pursuant to 28 U.S.C. §§ 1391(c) and 1400(a). The amount in controversy in this case exceeds $50,000 exclusive of interest and costs.

4. Plaintiff, Margaret M. Landon, is and always has been a citizen of the United States. She resides at 4711 Fulton Street, N.W., Washington, D.C.

5. Defendant Fox is a corporation incorporated and existing under the laws of the State of New York. It maintains an office for the conduct of business within the District of Columbia at 1156 - 15th Street, N.W., Washington, D.C.

6. Defendant CBS is a corporation incorporated and existing under the laws of the State of New York. It maintains an office for the conduct of business within the District of Columbia at 2020 M Street, N.W., Washington, D.C.

II. Statement of the Claim

COUNT 1

7. Prior to June, 1944, plaintiff created and wrote an original literary work, entitled ANNA AND THE KING OF SIAM The literary work contains material wholly original with plaintiff and is copyrightable subject matter under the laws of the United States. It was first published in seven installments in the magazine entitled Asia and the Americas in the April, May, June, August, October, December, 1943, and March, 1944, issues of said magazine, and was copyrighted as part of the aforesaid respective issues of said magazine by and in the name of Asia Magazine, Inc., in the office of the Registrar of Copyrights, Washington, D.C. The dates of publication and copyright registrations were as follows:

Issue	Date of Publication	Registration No.
April, 1943	March 23, 1943	B 579224
May, 1943	April 20, 1943	B 582682
June, 1943	May 20, 1943	B 586512
August, 1943	July 22, 1943	B 594181
October, 1943	September 28, 1943	B 601519
December, 1943	December 2, 1943	B 609281
March, 1944	March 9, 1944	B 621567

8. By instrument dated July 11, 1944, and recorded in Volume 543, page 167, in the Office of the Registrar of the Copyrights, Asia Magazine, Inc., the publisher of Asia and the Americas, assigned the copyright in the literary work to plaintiff.

9. The foregoing literary work was also published as a book entitled ANNA AND THE KING OF SIAM by John Day Company, Inc., and was copyrighted by and in the name of plaintiff under copyright date of June 29, 1944, entry No. A 181540, in said Registrar's office. (A copy of the book has been lodged with the Clerk of the United States District Court for the District of Columbia.)

10. The copyrights in all seven installments in the magazine Asia and the Americas were duly renewed in the name of the plaintiff, the renewal registration number for each installment being as follows:

Installment	Renewal Registration No.
April, 1943	R 489713
May, 1943	R 489715
June, 1943	R 798716
August, 1943	R 489719
October, 1943	R 499266
December, 1943	R 499265
March, 1944	R 508629

Plaintiff remains the owner of said copyrights.

11. The copyright in the book was duly renewed in the name of plaintiff under renewal Registration No. R 508630, dated July 6, 1971. Plaintiff remains the owner of said copyright.

12. Since March 1943, said book, including the seven installments published in said magazine, has been published by or under the authority of plaintiff and all copies of it made by plaintiff or under her authority or license have been printed, bound, and published in strict conformity with the provisions of the Copyright Act of 1909, as amended, Title 17 of the United States Code, and all other laws covering copyright. The book has been extremely successful, more than one million copies having been sold to date in 15 different languages. The trade edition alone is presently in its twenty-first printing in the United States.

13. On or about December 8, 1944, plaintiff and defendant Fox entered into an agreement in writing. (A copy of the agreement

is attached hereto as Exhibit A.) Pursuant to that agreement, Fox was granted certain motion picture and other rights in plaintiff's copyrighted literary work. However, all rights to portray any or all of the literary work by means of a television production not involving the broadcast of a motion picture created for theater audience consumption were and always have been reserved to and retained by plaintiff under the foregoing agreement.

14. In accord with the provisions of said agreement, defendant Fox produced and released a feature motion picture entitled "Anna and the King of Siam," which motion picture was exhibited in theaters throughout the United States and elsewhere and was subsequently exhibited on television.

15. Pursuant to permission granted by plaintiff, the book was made the subject of a musical play and, subsequently, a motion picture, both of which were entitled "The King and I" and both of which enjoyed widespread acceptance by the viewing public.

16. On or about November 12, 1971, plaintiff received from defendant Fox a notice of Tentative Writing Credits, dated November 9, 1971, indicating that Fox was in the process of producing a series of television programs based upon plaintiff's book.

17. On or about November 12, 1971, plaintiff notified Fox by telegram and by letter that Fox had no authority to produce or in any way distribute any television program or television series based upon plaintiff's copyrighted literary work,

that she objected to their doing so, and that she reserved all rights and remedies available under law. Since the date of the foregoing notices, plaintiff has objected continuously to Fox's proposed television series as an infringement of her copyrights and a breach of the December 8, 1944 agreement.

18. On or about June 28, 1972, following an announcement in the trade papers, and in the press generally, that defendant CBS intended to telecast a weekly television series entitled "Anna and the King," plaintiff notified CBS by letter of plaintiff's position that she had retained the television rights in her literary work, that she had not authorized Fox to make a television series based upon her book, that she objected to its doing so, and that she objected to CBS and any of its affiliates or subsidiaries, televising such a series.

19. With full knowledge of the rights of plaintiff in "Anna and the King of Siam," and of her copyright therein, without any consent or license from plaintiff, without any consideration to plaintiff, and in violation of its agreement of December 8, 1944 with plaintiff, defendant Fox did produce and make available to defendant CBS a series of television programs based upon the book.

20. With full knowledge of the rights of plaintiff in the book and in the copyright therein, but without any consent or license from plaintiff and without any consideration to plaintiff, defendant CBS did provide the facilities of its network, on September 17 and 24 and October 1, 8, 15 and 22, 1972, and did

actually telecast episodes of the television series, "Anna and the King" over some one hundred and ninety stations constituting the Columbia Broadcasting System. Each of the episodes in the series is represented by defendants to be "Based on the Biography by Margaret Landon." (Attached hereto as Exhibits B, C, D, E, F and G are transcripts of the offending episodes as reconstructed from plaintiff's tape recordings of the telecasts.)

21. Defendant CBS has announced that it intends to continue telecasting this series through the facilities of its network. Each episode has been and, on information and belief, is to continue to be carried during prime time on Sunday evenings.

22. Defendants' unauthorized production and telecast of the television series "Anna and the King" is a willful infringement of plaintiff's copyrights in the literary work entitled ANNA AND THE KING OF SIAM. Additionally, defendant Fox's participation in such production and telecasting is a willful breach of Fox's agreement of December 8, 1944 with plaintiff.

COUNT 3

23. Plaintiff realleges paragraphs 7-21 hereof, and further alleges that defendant Fox's agreement of December 8, 1944, with plaintiff did not prescribe additional consideration to plaintiff for the exercise by Fox of rights during the renewal periods of plaintiff's copyrights. Additionally, to the extent that said agreement sought to convey rights to Fox in plaintiff's renewal copyrights it constituted a tying arrangement

in violation of the antitrust law and contrary to public policy concerning copyrights. Therefore, the agreement did not convey any enforceable rights to Fox under plaintiff's renewal copyrights in the literary work and defendants' production and telecast of the television series "Anna and the King," or any other use of plaintiff's literary work, infringes such renewal copyrights.

COUNT 3

24. Plaintiff realleges paragraphs 7-21 hereof, and further alleges that various episodes in defendants' television series "Anna and the King" contain inaccurate and mutilated portrayals of plaintiff's literary work. Such episodes of the television series broadcast to date fail to retain and give appropriate expression to the theme, thought and main action of plaintiff's work. As a result, plaintiff has been defamed, has had her privacy invaded, has had her literary work misappropriated, and has been damaged in the identification of her literary work with defendants' television series and in the extinguishment of the value that plaintiff's literary work had to plaintiff as a literary work in all its forms, present and future, including as the subject matter of a television program or series.

WHEREFORE, Plaintiff prays:

(a) That this Court declare and adjudge that defendant Fox is in breach of its agreement of December 8, 1944 with plaintiff and that defendants Fox and CBS have willfully infringed

and are willfully infringing plaintiff's renewal copyrights in the literary work entitled ANNA AND THE KING OF SIAM by their unauthorized production and telecast, after written notice, of a television series based on that literary work;

(b) That this Court declare and adjudge that defendants' unauthorized production and telecast of the television series "Anna and the King" and their representation that such series is "Based on the Biography by Margaret Landon" has unlawfully defamed plaintiff, invaded her privacy and diminished the proprietary value to plaintiff of her literary work;

(c) That defendants, their subsidiaries, agents and servants, be permanently enjoined from infringing plaintiff's copyright in the literary work entitled ANNA AND THE KING OF SIAM in any manner, and from telecasting, distributing, or in any way using the work for any television program;

(d) That defendants be required, pursuant to applicable law, including the antitrust laws, to pay to plaintiff such damages as plaintiff is entitled as a consequence of defendants' production, telecast, distribution, and sale of the television series "Anna and the King," as well as to account for and pay to plaintiff all profits which defendants have made as a result of such television series.

(e) That defendants be required to deliver up to be impounded and destroyed all copies of said television series "Anna and the King" in their possession or under their control and all equipment for making such copies;

(f) That defendants pay to plaintiff the costs and disbursements of this action and reasonable attorneys' fees to be allowed to the plaintiff by the Court;

(g) That plaintiff be awarded such other damages and relief as may be just and equitable in the circumstances.

Respectfully submitted,

Mitchell Rogovin

Mitchell Rogovin

James A. Dobkin

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Attorneys for Plaintiff

Of Counsel:

ARNOLD & PORTER
1229 Nineteenth Street, N.W.
Washington, D.C. 20036

Dated: November 17, 1972

(Granted 3/45)

A

MARGARET MORTENSON LANDON

-and-

TWENTIETH CENTURY-FOX FILM CORPORATION

AGREEMENT

Re: "ANNA AND THE KING OF SIAM"

DATED, December 8, 1944.

TWENTIETH CENTURY-FOX FILM CORPORATION
LEGAL DEPARTMENT
444 West 56th Street
New York, N. Y.

EXHIBIT A

THIS AGREEMENT, dated December 8 1944, by and between MARGARET MORRENSON LANDON, of New York, N.Y., hereinafter designated as the "Owner", and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "Purchaser";

W I T N E S S E T H:

WHEREAS, the Owner represents and warrants that she is the sole author and owner of an original literary composition (hereinafter referred to as the "literary property") entitled "ANNA AND THE KING OF SIAM", in relation to which the following facts are true and correct:

1. The literary property was first published in seven installments in the magazine entitled "Asia and the Americas" in the April, May, June, August, October, December, 1943, and the March, 1944 issues of said magazine, and was copyrighted as part of the aforesaid respective issues of said magazine by and in the name of Asia Magazine, Inc., in the Office of the Register of Copyrights, Washington, D.C., the dates of publication and copyright registration numbers being as follows:

Issue	Date of Publication	Registration No.
April, 1943	March 23, 1943	B:579224
May, 1943	April 20, 1943	B:582602
June, 1943	May 20, 1943	B:586512
August, 1943	July 22, 1943	B:594181
October, 1943	September 28, 1943	B:601519
December, 1943	December 2, 1943	B:609281
March, 1944	March 9, 1944	B:621567

2. By instrument, dated July 11, 1944 and recorded in Volume 543, page 167, in the Office of the Register of Copyrights, Asia Magazine, Inc. assigned the copyright in the literary property to the Owner.

3. The literary property was thereafter published in book form by John Day Company, Inc., and was copyrighted by and in the name of the Owner under copyright date of June 29, 1944, Entry No. A:161540, in said Register's Office.

4. A consented version of the literary property, with the permission of the Owner, was published in the November, 1944 issue of Reader's Digest.

5. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as herein specified.

6. No motion picture or dramatic presentation of said literary property has been manufactured or presented, with the knowledge or consent of the Owner, and no motion picture or dramatic rights in the literary property have been granted by the Owner to others; and

WHEREAS, the Owner further represents and warrants that she has not adapted the said literary property from any other literary, dramatic, or other work of any kind, nature, or description, nor has she copied or used therein the plot, scenes, sequence, or story of any other literary work; that said literary property does not infringe upon or violate the common law or statutory rights of any other literary or dramatic work, or of any person, firm, or corporation, and that the literary property is not in the public domain in any country in the world; and

WHEREAS, the Owner further represents and warrants that she is the exclusive proprietor throughout the world of motion picture and allied rights in the literary property herein granted (which rights are more fully described herein); that she has not assigned, licensed, or in any manner encumbered or impaired the said rights, nor committed any act of omission or commission by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the literary property or of the said rights thereunder; and

WHEREAS, the Purchaser relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to the literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby agreed as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the theme, text and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change

the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) The sole and exclusive right to include in any version of said literary property musical movietone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performer in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the motion picture versions of said literary property produced pursuant hereto. The Owner specifically reserves to herself the right to broadcast the literary property by television direct from living actors; provided, however, that the Owner agrees that, for a period from the date hereof until eight (8) years after the date of general release of the first motion picture produced by the Purchaser based upon the literary property, or until ten (10) years after the date hereof, whichever period first expires, she will not exercise or grant the right to broadcast the literary property, or any part thereof, by television, or by any other device now known or hereafter to be devised by which the literary propaty may be reproduced visually and audibly for an audience not present at a performance thereof and with living actors speaking the roles thereof. The Owner grants to the Purchaser the exclusive option to license, lease and/or purchase said reserved rights to broadcast the literary property by television from living actors, or otherwise, at the same price and upon such bona fide terms as may be offered to the Owner by any responsible prospective buyer and which shall be acceptable to the Owner. The Owner agrees to give the Purchaser notice by registered mail of any such bona

fide and acceptable offer for any of said reserved rights, or interest therein, and the Purchaser shall have ten (10) days after receipt of such notice within which to decide whether or not it will exercise its said option to acquire said rights, or interest therein, at the price and terms stated in said notice. In the event that the Purchaser shall not send to the Owner, within said ten (10) day period, notice by registered mail that it exercises its said option to acquire said reserved rights, or interest therein, its option with respect thereto shall thereupon terminate.

(g) The right to broadcast by means of radio processes, potions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any motion picture based on said literary property, provided that, in exercising said radio broadcasting rights, Purchaser shall not broadcast serially an entire photoplay produced hereunder. Except as herein stated, the Owner agrees that she will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of the first motion picture made by the Purchaser based upon the said literary property, or four years after the date hereof, whichever period first expires. This restriction on broadcasting, however, shall not in anyway affect or restrict the rights on television herein granted.

(h) The right to publish, copyright or cause to be published and copyrighted in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses, revised and/or abridged versions of said literary property, not exceeding 7,500 words each, adapted from the said literary property or from any motion picture and/or television version thereof, with or without sound accompaniment, produced, performed, released or exhibited pursuant hereto.

SECOND: (a) In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay the total sum of SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500),

in the following four installments:

1. The sum of SEVENTY-FIVE HUNDRED DOLLARS ($7500) upon the execution and delivery of this agreement, receipt whereof is hereby acknowledged.

2. The sum of TWENTY THOUSAND DOLLARS ($20,000) at the expiration of a period of six (6) months after the general release in the United States of the first motion picture produced by Purchaser based upon the literary property, but in no event later than March 31, 1946.

3. The sum of TWENTY THOUSAND DOLLARS ($20,000) at the expiration of a period of eighteen (18) months after the aforesaid release in the United States of said first motion picture, but in no event later than March 31, 1947.

4. The sum of TWENTY THOUSAND DOLLARS ($20,000) at the expiration of a period of thirty (30) months after the aforesaid general release in the United States of said first motion picture, but in no event later than March 31, 1948.

(b) Nothing contained in the preceding paragraph (a) of this ARTICLE SECOND or elsewhere in this agreement shall be construed to obligate the Purchaser to produce or release any motion picture hereunder and the Purchaser shall be under no obligation whatever to exercise or put to use any of the rights acquired by the Purchaser under this agreement.

(c) The Owner authorizes and directs the Purchaser to pay all of the sums referred to in said paragraph (a) of this ARTICLE SECOND to William Morris Agency, Inc., Agent for the Owner.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser only the rights hereinabove conveyed and granted, and the Owner does hereby specifically reserve unto herself all other rights in and to said literary property.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting by reason of or based upon such infringement or infringements, and does hereby assign and set over unto the Purchaser any and all recoveries obtained in any such action. The Owner agrees that she will not coupromise, settle or in any manner interfere with such litigation, if brought, and the Purchaser does hereby agree to indemnify and save harmless the said Owner from any costs or damages that may arise by reason of any such suits or proceedings.

FIFTH: The Owner agrees to execute and procure any other and further necessary instruments to convey, assign and copyright the rights herein granted in any country throughout the world, and if it shall be necessary by the laws of my country that copyright registration must be acquired in the name of the Owner, the Purchaser shall be permitted to apply for said copyright registration in the name of the Owner and in such event the Owner shall assign and transfer the same unto the Purchaser. The Owner further agrees, upon request, to duly execute, acknowledge, procure and deliver to the Purchaser such short form assignments as may be requested by the Purchaser for the purpose of recording in the United States or

elsewhere. If the Owner shall, upon the Purchaser's request, fail to so execute and deliver such additional assignments, the Purchaser is hereby authorized to execute the same in the name of the Owner and as the Owner's attorney-in-fact.

SIXTH: The Owner shall, in the event that said literary property is hereafter published in the United States and/or in any foreign country throughout the world, take and complete any and all steps and proceedings required by law of the country within which such publication occurs, to secure copyright thereon and to prevent the said literary property from falling into the public domain by reason of such publication. The Owner will further take such steps and proceedings, as may be necessary, to renew any and all copyrights now or hereafter secured upon such literary property, and after such renewal will assign to the Purchaser the rights herein granted to the Purchaser for such renewed term. In the event that the Owner shall fail so to do, the Purchaser is hereby given the right and authority to perform such acts and take such proceedings in the name and on behalf of the Owner, and as the Owner's attorney-in-fact.

SEVENTH: The Owner will not use, nor authorize the use of any of the rights reserved to her hereunder, in any form or manner, or for any purpose which would unfairly compete with the full and unrestricted use of the rights that are herein granted by the Owner to the Purchaser.

EIGHTH: This agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns forever.

NINTH: The Owner agrees to furnish to the Purchaser forthwith upon the execution of this agreement five (5) printed or typewritten copies of said literary property in the same form in which said material was presented to the public, or if no such presentation has been made then in the form presented to the Purchaser.

TENTH: In the event that the Purchaser shall produce a motion picture based substantially upon the literary property, the Purchaser agrees that, on all positive prints of any such motion picture, the Purchaser will cause credit to be given to the Owner for her contribution to the literary material upon which such motion picture shall have been based.

ELEVENTH: In the absence of prior written notice of a change of address, all written notices hereunder to be given to the Owner shall be sent by United States mail addressed to her agent, William Morris Agency, Inc., 1270 Sixth Avenue, New York, New York, and all notices to the Purchaser shall be sent by United States mail to its office at 444 West 56th Street, New York, New York.

IN WITNESS WHEREOF, the undersigned have executed

there presents the day and year first above written.

Margaret Mortenson London (L.S.)
Margaret Mortenson London

TWENTIETH CENTURY-FOX FILM CORPORATION

By _____
Executive Vice-President.

~~STATE OF NEW YORK,~~)
DISTRICT OF COLUMBIA : SS.
~~COUNTY OF NEW YORK.~~)

On the 8th day of December, 1944, before me personally came MARGARET MORTENSON LANDON, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that she executed the same.

David H. Scull
Notary Public

My commission expires July 14, 1945.

STATE OF NEW YORK,)
: SS.
COUNTY OF NEW YORK.)

On the 13 day of December, 1944, before me personally appeared W. C. MICHEL, who, being by me duly sworn, did depose and say that he resides in the Borough of Manhattan, City and State of New York; that he is Executive Vice-President of TWENTIETH CENTURY-FOX FILM CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal thereto affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Anne L. Murphy

ANNE L. MURPHY
Notary Public, New York County
New York Co. Clerk's No. [illegible]
New York Reg. No. [illegible]
Term Expires March 30, 1945

IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARGARET M. LANDON 4711 Fulton Street, N. W. Washington, D. C. 20011 Plaintiff, v. TWENTIETH CENTURY-FOX FILM CORPORATION 444 West 56th Street New York, New York 10019 COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street New York, New York 10019 Defendants.	)	Civil Action No. 2306-72

ANSWER

Defendants TWENTIETH CENTURY-FOX FILM CORPORATION (hereinafter "Fox"), and COLUMBIA BROADCASTING SYSTEM, INC. (hereinafter "CBS"), answer the complaint herein as follows:

In Answer to Statement as to Jurisdiction

And Description of Parties

1. Answering the allegations in paragraph 1, defendants deny generally and specifically each allegation contained therein and deny that they have injured plaintiff in any way, but admit that paragraph 1 purports to characterize the complaint.

2. Answering the allegations in paragraph 2, defendants deny generally and specifically each allegation contained therein, except admit that correspondence occurred between plaintiff's attorney and attorneys for

defendants prior to the institution of this suit and refer to said correspondence for the contents thereof.

3. Answering the allegations in paragraph 3, defendants deny generally and specifically each allegation contained therein, except admit that plaintiff purports to bring this action pursuant to the statutes enumerated in said paragraph 3.

4. Answering the allegations in paragraph 4, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief.

5. Answering the allegations in paragraph 5, defendants deny generally and specifically each allegation contained therein, except admit that defendant Fox is a Delaware corporation and has an office in the District of Columbia at 1156 - 15th Street, N. W.

6. Answering the allegations in paragraph 6, defendants deny generally and specifically each allegation contained therein, except admit that defendant CBS is a New York corporation and has an office in the District of Columbia at 1990 M Street, N. W.

In Answer to Count 1

7. Answering the allegations in paragraph 7, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief, except admit that in Exhibit A attached to the complaint plaintiff made representations to defendant Fox's predecessor corporation of substantially the same facts as set forth in said paragraph 7, which representations were relied on by defendant Fox's predecessor corporation.

8. Answering the allegations in paragraph 8, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief, except admit that in Exhibit A attached to the complaint plaintiff made representations to defendant Fox's predecessor corporation of substantially the same facts as set forth in said paragraph 8, which representations were relied on by defendant Fox's predecessor corporation.

9. Answering the allegations in paragraph 9, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief, except admit that in Exhibit A attached to the complaint, plaintiff made representations to defendant Fox's predecessor corporation of substantially the same facts as set forth in said paragraph 9, which representations were relied on by defendant Fox's predecessor corporation.

10. Answering the allegations in paragraph 10, defendants allege that they have no information or belief on the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief.

11. Answering the allegations in paragraph 11, defendants allege that they have no information or belief on the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief.

12. Answering the allegations in paragraph 12, defendants allege that they have no information or belief on the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief.

13. Answering the allegations in paragraph 13, defendants deny generally and specifically each allegation contained therein, except admit that on or about December 3, 1944, plaintiff and defendant Fox's predecessor corporation entered into an agreement in writing, a copy of which is attached to the complaint as Exhibit A, and defendants refer to said Exhibit A for the contents thereof.

14. Answering the allegations in paragraph 14, defendants admit the allegations contained therein.

15. Answering the allegations in paragraph 15, defendants allege that they have no information or belief on the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief, except admit that a musical play was produced named "The King and I" and based on the book "Anna and the King of Siam," that thereafter, pursuant to its agreement with plaintiff, defendant Fox produced a motion picture also entitled "The King and I" and based on the musical play, and that said motion picture was well received by the public.

16. Answering the allegations in paragraph 16, defendants deny generally and specifically each allegation contained therein, except admit that on November 9, 1971 defendant Fox sent to plaintiff a notice of tentative writing credits, and defendants refer to said notice for the contents thereof.

17. Answering the allegations in paragraph 17, defendants deny generally and specifically each allegation contained therein, except admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

18. Answering the allegations in paragraph 18, defendants deny generally and specifically each allegation contained therein, except admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

19. Answering the allegations in paragraph 19, defendants deny generally and specifically each allegation contained therein, except admit that defendant Fox produced and delivered to defendant CBS the television series "Anna and the King," and further admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

20. Answering the allegations in paragraph 20, defendants deny generally and specifically each allegation contained therein, except admit that defendant CBS caused the television series "Anna and the King" to be telecast over the facilities of its network on thirteen dates, including September 17 and 24, and October 1, 8, 15, and 22, and said telecasts made reference to being based on the biography by Margaret Landon, and further admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

21. Answering the allegations in paragraph 21, defendants deny generally and specifically each allegation contained therein, except admit that said television series has generally been aired on Sunday evenings at 7:30 p.m.

22. Answering the allegations in paragraph 22, defendants deny generally and specifically each and every allegation contained therein.

In Answer to Count 2

23. Answering the allegations in paragraph 23, incorporate herein by reference each and every denial, allegation and admission contained in responses 7 through 21; and with respect to the allegations therein not incorporated by reference, defendants deny generally and specifically each and every allegation contained therein.

In Answer to Count 3

24. Answering the allegations in paragraph 24, incorporate herein by reference each and every denial, allegation and admission contained in responses 7 through 21; and with respect to the allegations therein not incorporated by reference, defendants deny generally and specifically each and every allegation contained therein.

FIRST AFFIRMATIVE DEFENSE (Count 1)

The allegations contained in Count 1 do not set forth a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE (Count 2)

The allegations contained in Count 2 do not set forth a claim upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE (Count 2)

Plaintiff is estopped from making the allegations set forth in Count 2.

FOURTH AFFIRMATIVE DEFENSE (Count 3)

The allegations contained in Count 3 do not set forth a claim upon which relief can be granted.

FIFTH AFFIRMATIVE DEFENSE (Count 3)

Plaintiff is a public figure, the subject matter of the book, "Anna and the King of Siam," is a matter of public interest, and each and every act taken by each of the defendants in connection with the television series, "Anna and the King", was taken without actual malice.

SIXTH SEPARATE AND AFFIRMATIVE DEFENSE

Each and every act taken or caused to be taken by each of defendants in connection with the television series "Anna and the King" was pursuant to and consistent with rights granted by plaintiff to Fox pursuant to the agreement dated December 8, 1944, attached to the complaint as Exhibit A, for which plaintiff was compensated.

SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

If either defendant infringed the copyright of plaintiff or any right under said copyright, said infringement was innocent and occurred as a consequence of the good faith belief of each defendant that said defendant had the right to perform or cause to be performed all the acts connected with plaintiff's literary property which said defendant performed, pursuant to the agreement attached to the complaint as Exhibit A.

WHEREFORE, having fully answered the complaint, defendants ask judgment dismissing the complaint, together with payment by plaintiff of defendants' costs, disbursements and attorneys' fees.

Respectfully submitted,

YOUNGMAN, HUNGATE & LEOPOLD

By Richard Hungate
Suite 1101
1801 Century Park East
Los Angeles, California 90067
(213) 277-3333

ROYALL, KOEGEL & WELLS

By Anthony F. Essaye
Anthony F. Essaye
1730 K Street, N. W.
Washington, D. C. 20006
(202) 338-7760

Dated: January 19, 1973

CERTIFICATE OF SERVICE

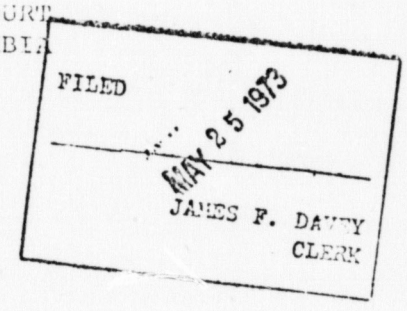
I hereby certify that a copy of the foregoing Answer was delivered by hand, this 19th day of January, 1973, to Mitchell Rogovin, Esq., 1229 - 19th Street, N. W., Washington, D. C., and Herbert A. Fierst, Ring Building, Washington, D. C., Attorneys for Plaintiff.

A. F. Essaye

Anthony F. Essaye

(34)

IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA



MARGARET M. LANDON
4711 Fulton Street, N. W.
Washington, D. C. 20007

Plaintiff,

v.

TWENTIETH CENTURY-FOX FILM CORPORATION
444 West 56th Street
New York, New York 10019, and

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52nd Street
New York, New York 10019

Defendants.

Civil Action
No. 2306-72

PLAINTIFF'S REQUEST FOR
PRODUCTION OF DOCUMENTS

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, plaintiff requests that defendant Twentieth Century-Fox Film Corporation respond within 30 days to the following request:

That defendant Fox produce and permit plaintiff to inspect and copy any of the following documents which are in defendant Fox's possession, custody or control:

(1) All syndication contracts, domestic and foreign, for the series "Anna and the King."

(2) The definitive agreements, and any amendments thereto, between defendants Fox and CBS that followed the Memorandum of Agreement dated January 14, 1972.

(35)

(3) The "ARNIE" Agreement referred to in paragraph 8 of the Fox-CBS Memorandum of Agreement dated January 14, 1972, and in Mr. Paddock's letter of August 8, 1972 to Mr. Sepkowitz.

(4) All correspondence, memoranda or other documents relating to the question as to whether defendant CBS would have the election, from time to time, to require defendant Fox to produce episodes of the series "Anna and the King" in 16mm, 35mm or other gauge film or on videotape or in such other medium as defendant CBS would elect.

(5) All books and records relating to payments received by defendant Fox for the series "Anna and the King" during the year 1973, including payments relating to the telecast of the series in the United Kingdom.

(6) All correspondence concerning rights in the literary property ANNA AND THE KING OF SIAM between defendant Fox and representatives of the William Morris Agency, Inc. prior to November 15, 1944.

(7) All internal memoranda, notes and other documents prepared by representatives or employees of defendant Fox relating to the negotiations for the purchase of motion picture rights in the literary property ANNA AND THE KING OF SIAM.

(8) All form agreements, including all "Standard Form" contracts for "Purchase of Literary Material," and alternative phrases, clauses and provisions therefor, used by defendant Fox during the period 1940 to 1955, and all internal memoranda, instructions or guidelines relating to the circumstances in which Standard Form Contracts or alternate provisions thereto were to be utilized.

(9) The following agreements between defendant Fox and the parties indicated relating to the purchase of rights in the literary property indicated on or about the date indicated:

(a) Samuel Shellabarger [redacted] IN FROM CASTILE" -- December 8, 1944.

(b) W. Somerset Maugham -- "THE RAZOR'S EDGE" -- November 2, 1944.

(c) Sally Benson, et al. -- "JUNIOR MISS" and other short stories published in The NEW YORKER magazine -- November 6, 1944.

(d) Marvin Borowsky -- "THE LONELY JOURNEY" -- December 1, 1944.

(e) Kathleen Winsor -- "FOREVER AMBER" -- January 8, 1945.

(f) Albert Demond -- "SHOCK" -- February 13, 1945.

(g) Emily Hahn -- "SENTIMENTAL JOURNEY" -- August 13, 1945.

(h) Louis B. Nichols -- "THE GREAT BETRAYER" -- July 23, 1945.

(i) Igor Gouzenko -- "I WAS INSIDE STALIN'S SPY RING" -- April 28, 1947.

(j) Eleazar Lipsky -- "STOOLPIGEON" -- November 1, 1946.

(k) Preston Sturges -- "MATRIX" -- December 16, 1946.

(l) Little, Brown and Company, Inc -- "THREE CAME HOME" -- November 8, 1948.

(m) Lenore Coffee -- "SUSIE" -- June 18, 1951.

(n) Ludwig Carl Moyzisch -- "DER FALL CICERO" -- November 10, 1950.

(o) Sir Duff Cooper -- "DAVID" -- March 13, 1950.

(p) Mary Orr -- "THE WISDOM OF EVE" -- June 6, 1949.

(q) Frank Donahue and Robert Johnson -- "SWINGDOS" -- February 23, 1950.

(r) Anna Hunger and Jack Pollexfen -- "CONVICT LAKE" -- June 30, 1950.

(s) Hugo Productions, Inc. and Haas -- "THE BRIDGE" -- July 24, 1951.

(t) Cyril Hume and Richard Maibaum -- "HAND ACROSS THE SEA" -- October 19, 1951.

(u) Curt Goetz -- "DR. MED. HIOB PRAETORIUS, FACHARTZ FUR CHIRURGIE UND FRAUENLEIDEN" -- October 17, 1950.

(v) Grace Metalious -- "PEYTON PLACE" -- September 27, 1956.

(w) Aspen Productions -- "M*A*S*H" -- 1968.

(10) All documents reflecting the arrangements by which defendant Fox received the income from "U.S. Dollar Deals," "Canadian Subsidiary," and "Australian Subsidiary" reflected in defendant Fox's Answer to Interrogatory No. 37 of plaintiff's first set of Interrogatories.

(11) All reviews or other press commentary on the series "Anna and the King" published after October 1, 1972.

(12) All correspondence, memoranda and other documents relating to telecasts, including repeat programs, of the series "Anna and the King" subsequent to January 1, 1973.

It is requested that the documents referred to above be produced at the office of defendant Fox's attorneys, Royall, Koegel & Wells, 1730 K Street, N.W., Washington, D.C. 20006 on June 27, 1973 at 10:00 a.m.

Respectfully submitted,

Mitchell Rogovin

Mitchell Rogovin

James A. Dobkin
1229 Nineteenth Street, N.W.
Washington, D. C. 20036
(202) 872-6700

Herbert A. Fierst
Ring Building
Washington, D. C. 20036
(202) 331-8174

Attorneys for Plaintiff

Of Counsel:

ARNOLD & PORTER
1229 Nineteenth Street, N.W.
Washington, D. C. 20036

Dated:

IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARGARET M. LANDON 4711 Fulton Street, N.W. Washington, D.C. 20007 Plaintiff, v. TWENTIETH CENTURY-FOX FILM CORPORATION 444 West 56th Street New York, New York 10019, and COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street New York, New York 10019 Defendants.	Civil Action No. 2306-72

RESPONSE AND OBJECTIONS OF DEFENDANT
TWENTIETH CENTURY-FOX FILM CORPORATION TO
PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, defendant TWENTIETH CENTURY-FOX FILM CORPORATION (hereinafter "Twentieth Century-Fox") hereby responds to plaintiff's Request for Production of Documents and states as to each item contained therein its objections:

(1) The material called for by this request will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

(2) The material called for by this request will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

(3) Those portions of the "ARNIE" Agreement relating to creative approvals will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California. Twentieth Century-Fox objects to producing the remainder of said agreement as being irrelevant to the subject matters of this lawsuit and calling for the disclosure of confidential business information.

(4) To the extent that Twentieth Century-Fox has any such correspondence, memoranda or other documents which have not previously been supplied, such material will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

(5) The material called for by this request will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

(6) Twentieth Century-Fox has no such correspondence.

(7) The material called for by this request will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's offices in New York, New York.

(8) This request is objected to as being unduly burdensome and calling for information which has no relevance to any of the subject matters of this lawsuit.

(9) This request is objected to as being unduly burdensome and calling for information which has no relevance to any of the subject matters of this lawsuit.

(10) The material called for by this request will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

(11) The material called for by this request will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

(12) To the extent that Twentieth Century-Fox has any such correspondence, memoranda or other documents which have not previously been supplied, such material will be made available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

With respect to all of the requests propounded by plaintiff, Twentieth Century-Fox objects to the request that such materials be produced by it in Washington, D.C. as being unduly burdensome and not specifying a reasonable place as required by Rule 34(b). All of the materials referred to above in the possession of Twentieth Century-Fox which have not been previously provided to plaintiff are available for inspection and copying by plaintiff at Twentieth Century-Fox's studio in Los Angeles, California.

Respectfully submitted,

YOUNGMAN, HUNGATE & LEOPOLD

By /s/ Richard Hungate
Richard Hungate

ROYALL, KOEGEL & WELLS

By /s/ Anthony F. Essaye
Anthony F. Essaye

Attorneys for Defendant
TWENTIETH CENTURY-FOX FILM
CORPORATION

Dated: June 25, 1973

(42)

Royall, Koegel & Wells
1730 K Street, N.W.
Washington, D.C. 20006
TELEPHONE FEDERAL 8-7760

NEW YORK OFFICE
200 PARK AVENUE
NEW YORK, N.Y. 10017
TELEPHONE
972-7000
TELEX 224493

EUROPEAN OFFICES
24, RUE DE MADRID
PARIS 8e, FRANCE
TELEX 29617
28, RUE D'ECOSSE
BRUSSELS, BELGIUM 6

CABLE ADDRESS
"YORKLAW" NEW YORK
"WALAW" WASHINGTON
"EURLAW" PARIS
"EURLAW" BRUSSELS

August 28, 1973

BY HAND

Herbert A. Fierst, Esq.
Suite #607
Ring Building
1200 18th Street, N.W.
Washington, D.C. 20036

Dear Herb:

Per my letter to you of yesterday, we have now received additional documents which are herewith enclosed, as follows:

1. In response to Request No. 8: (a) Twentieth Century-Fox Film Corporation Purchase of Literary Material Standard Form consisting of four pages and apparently used in the 1940's; (b) a standard form used by Fox sometime in the 1950's consisting of pages 2 through 12, plus 2 alternative versions of pages 5 and 6. (It is my understanding that the first and last pages were variables and were non-substantive.)

2. With respect to Request No. 9, copies of the agreements delineated in that request.

3. Also enclosed, per your supplementary request with respect to the "MASH" Agreement are a July 12, 1968 agreement between Messrs. Heinz and Hornberger and Aspen Productions, and an agreement of the same date between Aspen Productions and Twentieth Century-Fox Film Corporation.

With respect to the affidavit which we have agreed to furnish in response to Request No. 5, I have been informed that the accountant who is presently preparing this document has been ill but is now back in the office and that we should have his affidavit next week.

Sincerely,

John H. C. Barron, Jr.

Enclosures

cc: Mitchell Rogovin, Esq. (without enclosures)

literary agent representing me. That became possible only when the book was sold to the Literary Guild and to the John Day Company.

Since I knew nothing about the reputation of agents in New York, I decided to rely again on my friend, Muriel Fuller, for advice. She gave a lunch in my honor in June --

Q Of what year?

A '44 -- at which she introduced me to Miss Helen Strauss, who had left Paramount about the first of March and gone to the William Morris Agency as an assistant to Albert Schneider, a relatively new thing at the William Morris Agency.

I talked with Helen that day and again later and concluded that my best interests lay in having an agent who was not connected with my publisher, and I had notified Mr. Richard Walsh, Jr., of my decision before I left New York.

Apparently the decision upset him. He took it up with his father, and this letter was the result.

Q The lunch that you had was in New York in June of 1944?

A Yes.

Q And this was arranged by Muriel Fuller. Were the other potential literary agents also attending, or was it

from that point on.

Q To your knowledge, was there any further contact or communication between Mr. Frieda and the William Morris Agency with respect to sale of movie rights that you knew of?

A No, other than the one telegram, and I don't know whether that was before or after this.

Q Now, you indicated a minute ago that Miss Strauss had not given you at that juncture any specific advice on the question of selling the work to the film company? Did there come a time when she did?

A Mr. Schneider was head of the department and both he and Miss Strauss were in almost daily telephonic conversation with me during July after I signed the contract with them. I think that it was about the 8th of July before the contract was finally ~~sold~~ signed but we were in contact before that.

A review of the book appeared in the book section of the New York Herald-Tribune and it was a front page review and very enthusiastic, so that within that week -- that was July 2 that that review appeared -- within that week six producers called -- these were Broadway producers, not motion picture companies, called Helen Strauss about possible reading options and on Saturday Miss Theresa Helburn, then co-director of the Theater Guild, called me personally in my home about getting an option, saying that she had called the John Day Company for

A All right. Miss Helen Strauss called me and said, "Donald Frieda has nothing."

Q Can you place that in the time frame?

A Only that it was in this period before Mr. Richard Walsh, Junior, finally gave up and agreed that the William Morris Agency was to represent me in the theatrical negotiations.

Q Did she indicate the basis for her coming to that conclusion?

A No, she didn't.

Q Now, after this July 6 letter, Defendants' Exhibit 16, in which there is a reference to Mr. Frieda, do you recall any further efforts by John Day directly or indirectly with respect to the sale of your dramatic rights?

A No, I don't. There was one more rather unpleasant letter and a response from Mr. Richard Walsh, Senior, and then it was finished.

Q You say one more unpleasant letter. From whom to whom?

A From Mr. Richard Walsh, Junior, to me, and a rather strong reply from me, and then a letter from Mr. Richard Walsh, Senior, smoothing it all over and finally, whether in words or by the omission of words, I can't tell, accepting

BY MR. ESSAYE:

Q Well, turning to the first sentence in the third paragraph, "As for the question of dramatic rights, the sequence is simple and logical." What did you mean by the term "dramatic rights"?

A Stage rights and ~~motion picture~~ feature length motion picture rights.

Q Did you have anything else in mind?

A No.

Q Did you have television rights in mind?

A At that time, no. In this particular connection, no.

Q Had the suggestion of television up to this time arisen at all in any consideration with anybody?

A The question of subsidiary rights, which included television, had been mentioned, but was not seriously discussed until later.

Q Had been mentioned by whom?

A With Miss Strauss.

Q Anybody else?

A I can't recall mentioning anything to Mr. Walsh but I can't be sure that I didn't, either.

Q When you say it was mentioned with Miss Strauss,

what do you mean by that?

A She had a good deal of experience and from the first she outlined for me the rights in addition to the book rights, the publication rights, but there was no extended discussion of them. She merely pointed out to me that the other rights, which were usually called subsidiary rights, were often more lucrative than royalties from a book, per se, and it was just that kind of a general discussion. We didn't go into it.

Q There did come a time when you did go into it with her?

A Yes, later.

Q How much later?

A It came up later in connection with a decision I had to reach about the Theater Guild, whether to sign a contract with the Theater Guild or whether to accept an offer from a motion picture company. We then went into considerable detail on the importance of the subsidiary rights.

Q This was a discussion between you and Miss Strauss at that time?

A It was wider than that. Albert Schneider was the person who actually did the negotiating for any sale to a

motion picture company. Miss Strauss was my agent and she sold any literary material that I had available and that she could sell.

Q Well, this detailed discussion that you are referring to was between yourself, Miss Strauss, and Mr. Schneider?

A Between myself, Mr. Schneider, Miss Strauss and Theresa Helburn, but not all present at the same time. It was a number of discussions.

Q Well, which was the first discussion?

A That I don't know.

Q How many discussions are we talking about?

A Oh, easily a dozen or more.

Q In what time frame?

A The Theater Guild contract was signed August 2. That was an option. It ran for a month, until September 2. I was provided with information about the kind of payment I could expect from a Broadway play, which was what Theresa Helburn and the Theater Guild contemplated. But the Theater Guild in signing a contract retained a certain proportion from any subsidiary rights, so that information was provided to me, although I can't remember the form. I think I was sent a sample contract.

that prior to August 2, the date that this contract was entered into, your present recollection is that there were no substantive discussions held by you with anyone else on the subject of television rights.

A I have no recollection of any.

Q That is all we are asking for here, is your present recollection.

A Yes.

Q Would the same be true with respect to film rights?

A There was some discussion there but I cannot remember the extent or the number of times because from the time that the Theater Guild became interested Albert Schneider and Helen Strauss were weighing the question of which kind of sale would be the most advantageous to me and they discussed this thing in general terms with me on several occasions but I can't pinpoint them.

Q Now, this was prior to the Theater Guild contract being entered into?

A No, after the signing of it.

Q What discussions were held with you prior to the entering into of this contract between yourself and the William Morris Agency? Any discussions of substance?

that?

A Yes.

Q Do you want to briefly review what discussions you had with either Mr. Schneider or Miss Strauss or anybody else at the William Morris Agency?

A Wherever a contract was concerned it was with Mr. Schneider.

Q In that regard, did you ever go up to New York at this period of time and meet with him or was this all on the telephone, or written form?

A I didn't go up to New York until later. I was there in October, November, and December.

Q So between your visit in July and October you were not in New York?

A No.

Q Did he ever come down to Washington?

A No.

Q Did Miss Strauss come down to Washington during that period?

A No.

Q So you had some telephonic conversations with him during this period and specifically on the question of any

Q You are talking about motion picture companies?

A Yes.

Q Did he tell you what motion picture companies were interested?

A I just remember MGM.

Q Did he describe to you in any detail what efforts were going on?

A No, he said there was interest. That was all.

Q Did you talk to anybody else in this period of time about the Theater Guild contract period of time about film contracts or television rights other than Mr. Schneider?

A Yes. My friend Muriel Fuller came down and spent a week with me late in August and we talked about it, but I can't remember the conversations.

Q Was it anything of consequence?

A No. We were just discussing it.

Q You mentioned a minute or two ago in response to another question that no specific discussions occurred with respect to TV rights until after a specific offer had come in from a film company?

A Yes.

Q What company was that?

A Twentieth Century-Fox.

Q When did he tell you that, do you know?

A My memory is Mr. Schneider called me on the morning of September 12 with that information, saying that Twentieth Century-Fox had offered $75,000 for the motion picture rights.

Q Do you recall what you responded in that phone conversation?

A I didn't make any definitive answer because the whole question of the Theater Guild was hanging in the offing and Theresa Helburn was coming down to Washington to talk about it with me.

Q Now, after that did he elaborate during that conversation or simply just make that statement?

A He didn't elaborate but my memory is that Helen wrote me the next day in a somewhat longer --

Q I will show you the letter I think you are making reference to, the letter of September 14, 1944, from Miss Strauss to you. I will make that the next Defendants' exhibit.

(The document referred to was marked for identification Defendants' Exhibit 22 and was retained by counsel.)

BY MR. ESSAYE:

Q In that first phone call from Mr. Schneider to you which occurred before this letter was sent, was there any mention by him of television rights?

A No.

Q Did you raise any question with him about it?

A No.

Q After receiving this letter of September 14, what next occurred with the question of the sale of the film if you recall.

A The next thing I recall was a visit that Theresa Helburn made to Washington in the first week of October, if there were any conversations between that time and there may have been, I don't recall them. I do know that Albert sent me the letters which I again had to sign and send to Theresa Helburn and whatever the other organization is that is involved And because -- Oh, you will probably have the dates, You see, I don't.

Q Well, getting back to this period of time prior to the Helburn visit, your recollection is you do not know whether there were phone calls or not, or you have no recollection of any phone calls?

A I have no recollection of them but I had so many

Q Were you talking to Mr. Schneider or Miss Strauss during this period of time?

A Yes, I was.

Q Do you remember the substance of those conversations?

A Again it was very much this same proposition, which was the best gamble, to go with Twentith Century-Fox or to go with the Theater Guild. They leaned toward the motion picture company but tried to be fair. When I was in New York those ten days I met with them a number of times, I can't tell you how many, both at the William Morris Agency and at dinner, lunch, that kind of thing.

Q Define these ten days that you are talking about.

A This was my visit in October. This was the definitive period.

Q Was it early October or late?

A My memory is that I went to the Boston Book Fair, and came to New York for the Book and Author Luncheon at the Astor. I can find those exact dates if you wish me to.

Q Would that have been 29 years ago today?

A My word! No, it was a little later because it was toward the end of the month.

Q Now, during -- let's take the period up to your

Herald-Tribune put on. They had three speakers. That was the first ~~one~~ lunch of the year. That is what specifically I went for, but Albert and Helen wanted to discuss the question of whether to stay with the Theater Guild or whether to take ~~it~~ the offer over from Twentieth Century-Fox, so I stayed on afterwards and we discussed this at considerable length.

Q Did this take up a major portion of the ten days or were you doing other things?

A No, I did other things. I did some shopping and I met a number of editors. There were a number of editors interested in anything I was writing so I met the editors at Doubleday. I met editors -- I can't remember tham all because it was a lunch, tea, dinner kind of thing.

Q Well, how many times during this ten-day period, according to your recollection, would you have met with Miss Strauss and Mr. Schneider?

A It was approximately four or five.

Q Was anybody else present at any of these meetings?

A No.

Q These meetings were held in the William Morris Agency offices or elsewhere?

A They were held mostly in the offices, but I do

remember one dinner meeting when we sat and discussed it.

Q Now, prior to this series of meetings had either Mr. Schneider or Miss Strauss given you any additional information about the Fox offer that is referred to in the September 14th letter to you from Miss Strauss, which is Defendants' Exhibit 22 for identification?

A Yes. Albert outlined the kind of contract I would get to me and I then began to take up with him the whole question of subsidiary rights. I was very conscious of them.

Q What is your recollection of what his outline was of the type of contract you would receive?

A What he said was that he could get a contract for me by which I would sell only the feature motion picture rights and would retain all the other rights. That was the general outline that he gave me, and it was his basic reason for feeling that I was better off with a motion picture company.

Q Did you make any notes of these conversations?

A No, I didn't.

Q Did you ever record the substance of these conversations fairly recently, after the events?

A Only for Mr. Feirst.

Q I said fairly recently, after the events.

A Oh, that. Yes, I did.

Q You made a record of your recollection of these phone conversations?

A Not of the phone conversations but of the reason for my decision.

Q Let's be specific. My question was did you, shortly after the events or any time before what you have testified to in your preparation of the product for Mr. Feirst, make any written record of the information you are now giving me in specific form as to the phone conversations and what was related to you and what you related to the other party in the phone conversation?

A No, my memorandum to myself, of which I could find only two pages, they are all that is left of it, was concerned merely with my decision and the reasons for it.

Q When did you make that memorandum?

A To the best of my recollection in the winter of 1945. There is no indication on it.

Q Now, getting back to your conversations with Mr. Schneider before you went to New York, I am still not exactly clear what he told you. You used the phrase the type of contract you might expect to get from the film company --

A As compared to the one I would get from the Theater Guild.

Q And in detail what was that type of contract?

A He didn't go into detail, he said merely that in a contract with a motion picture company I would be selling the rights to make a feature motion picture and possibly a sequel feature motion picture and that would be all that I would be selling, and that was what he related to me, you see

Q What more did he say you would be selling under the Theater Guild contract?

A A portion of the subsidiary rights.

Q On the income portion the 40 percent and the other percentages we referred to?

A Yes.

Q He was not referring to anything beyond that in the Theater Guild contracts, is that correct?

A The percentages taken on a stage play I think are fixed, so I don't think he took that up because those are fixed.

Q Did you have a conversation with Miss Strauss during this period also?

A Yes.

Q Also on this same question of what you might

expect from the film contract?

A Because this was the most important part of the conversation to me.

Q What did she say?

A The same thing.

MR. DOBKIN: Can we take a 5-minute recess?

MR. ESSAYE: Of course.

(Brief recess)

MR. ESSAYE: Back on the record.

May I have the last question read?

(Question and answer read)

BY MR. ESSAYE:

Q Let me re-pose that question.

Did you have conversations with Miss Strauss on this subject during this period?

A I know there was at least one, but most of my conversations at this period were with Albert Schneider.

Q There is something that I am not clear on as to why you would need more than one conversation on the subject as you have described it. It seems a fairly simple proposition. What else were you discussing on this subject?

A I think the multiple conversations grew out of

A That is correct.

Q And is it also correct that subsequent to that the Theater Guild apparently persuaded him that you were legally obligated to give the other two months?

A Yes.

Q Now, moving to the discussions that you had with Mr. Schneider and Miss Strauss in New York, what additional information was discussed in those discussions that you have not already described in the context of the phone conversations

A I took the opportunity to make my intentions very clear where a film contract was concerned. Since I had a choice I felt I could do that. I said if I sign a motion picture contract, I want to be very sure that I retain the subsidiary rights.

Q Is there any record of this conversation?

A I made no record.

Q Were they taking notes, do you recall?

A Yes.

Q You have a specific recollection of that?

A I have a specific recollection of Albert's not taking them as I was there but how he conveyed the information to me I do not know except that I had a specific recollection

that he was keeping a record for the William Morrison Agency.

Q Now, you had a series of meetings over a period of days. What you have just described would only take a minute to make clear. What else was discussed?

A I really can't say why it took us so long to discuss what sounds like a simple matter in retrospect, but it didn't seem simple then because we discussed at length how these things worked, how much would be paid, was being paid for plays. It was a staggering figure. How much was being paid for a book. One conversation I remember concerned a book of a friend of Helen's who was also her client, named Elizabeth Jane Gray, and she went into a great deal of detail about the negotiations for the sale of this book to a motion picture company, and how they finally fell through, so there was that kind of conversation, that is to say, if you take an incident you see and describe it in some detail it takes some time. They were educating me in other words, and I was absorbing what she was saying at the same time I was trying to make clear to them my point of view.

Q Did she indicate why the Jane Gray sale had fallen through?

A Yes. She asked more than the company was willing to pay and thought she would get it, and the company just washed

it out.

Q Do you remember what film company that was?

A No.

Q Was there further discussion reduction at the time of the Fox offer described in the September 14 letter?

A Yes, there was, because Helen and Albert both felt the offer was too low but they explained to me in great detail the difference between fiction and non-fiction and the prices that each category was commanding, and since "Anna and the King of Siam" was on the non-fiction list they explained to me I coudln't hope to get the price that I could get if it were an the fiction best seller list.

Q Did they give you any comparative figures?

A Yes, they did but I don't remember them.

Q Is it your recollection that Mr. Schneider was taking notes on these discussions throughout or is there just certain periods of time?

A I have no recollection of him sitting and taking notes. My recollection is that I was aware of the fact that they were keeping [a] memoranda and records for the records of the William Morris Agency.

Q I don't really understand what you mean by that.

A Don't you? Well, in diplomacy you listen to a

you have just related?

A I really can't speak for my husband there. I know he had one conversation, but I don't know whether he had a second.

Q To your knowledge have you, or to your knowledge your husband, had any conversation or contact with Mr. Colton or anyone else purporting to represent Rogers and Hammerstein?

A No.

Q At the time period September 21, 1971 or thereafter, have you had any direct communications with anybody else at the William Morris Agency?

A No, none.

Q Or your husband, to your knowledge?

A No, none.

Q Returning to the October meetings with Mr. Schneider and Miss Strauss, was there any discussion specifically of television rights, to your recollection, in those meetings?

A Yes. That was at my insistence. I specified those that I wanted. I had a very strong feeling about them.

Q What was your knowledge of television at that time?

A My knowledge of television was very small, but I

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picture theater on television.

Q And with respect to the other television rights,

of June 2, 1944, in the Herald Tribune, spoke of the possibilities for -- exactly what she said I can't remember, but she felt that it would exhaust even Hollywood's capacities, and so on, things like that, and I thought of it in that connection.

Q And that was in June 1945?

A '44.

Q Oh, it is '44?

A I believe you have a copy of the review.

Q Was that specifically discussed in your meetings with Mr. Schneider?

A No, we spoke of stage rights, television rights, radio rights. Those were the three categories, but in the case of a motion picture, of course, but we used the broad term to cover both the play without music and the play with music.

Q Was there any indication at this time from Mr. Schneider or Miss Strauss that other film companies had made bids or were likely to?

A They said there were other companies interested, that was their word ~~that~~ but they didn't go beyond that they didn't speak of any specific offer.

Q Did they speak in terms of the offer continuing to be $75,000 or was some other figure used?

A They went down to $67,500.

(57a)

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Q So you had granted those rights and did not retain those rights?

Strauss following this letter?

A I don't recall.

Q Or with Mr. Schneider?

A I don't recall.

Q What is the next thing that you do recall that would relate to the matters discussed in this letter?

A That the option ended on November 2.

Q Do you recall that occurring or do you recall some conversation related to it?

A I simply recall it occurring.

Q Was there any discussion of further extension of the option that you recall?

A Both Mr. Schneider and Miss Strauss were opposed to extending the option.

Q And they so informed you?

A Yes.

Q And you concurred in their recommendation?

A I concurred.

Q What is the next discussion that you recall with respect to the Fox offer?

A The discussions were largely over by this time.

Q Were there any communications that you recall duri the month of November between yourself and the William Morris

Q How long a visit was that?

A A very short one.

Q One day?

A No, I stayed over a night, at least.

Q Did you meet at that time to your recollection with Mr. Schneider and Miss Strauss?

A I was in touch with them, but whether we had met or whether it was our telephonic conversation I can't recall because we had already reached agreement that I would sign with Fox and so there was very little more to discuss.

They had accepted my insistence on certain terms and agreed to try to get them for me and did, and that was it. Then it was just a question of waiting for the agreement to come and to be signed.

Q When you say they were talking in this period early November and your contention is that they had accepted certain terms, by that do you mean they accepted the proposition of seeking to get certain terms in the contract?

A Yes.

Q And what were those terms?

A Again, this matter of subsidiary rights which loomed very large to me. All that fall that was my principal concern. They couldn't get any more money, but they did feel

that they could get these terms and they finally let me know that they had.

Q They had gotten you absolutely all subsidiary rights?

A Yes.

Q When did they tell you that?

A That I can't tell you because I made no memorandum of it and those things were communicated to me by telephone.

Q Is the next thing you recall the contract is being sent down to you in Washington?

A Yes.

Q And did you sign that?

A In Washington.

Q Did you after receiving it talk with them at all before signing it?

A No.

Q Then did you mail it back to them?

A I mailed it back.

Q I show you as defendant's next exhibit a letter from the William Morris Agency to 20th Century-Fox dated November 17, 1944.

(The document referred to was marked for identification Defendant's Exhibit 24, and was retained by counsel.)

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A Not legally.

Q Now on the other hand the provisions in the

Q We are talking about your signature on the contract. Did you speak to anyone else at the William Morris Agency other than Miss Strauss and Mr. Schneider?

A No.

Q Did they make reference at any time to anybody other than the reference you have already made to?

A In speaking to me, they never identified anybody. They merely said "our attorneys", "our attorneys". It was always in that form.

Q Did they ever refer to anybody else in William Morris Agency who was not an attorney other than that phrase "our attorney"?

A Not in the negotiations, no.

Q I believe your testimony was -- and I want to be precise on this -- that you were informed prior to the signature by you of the contract that they had secured all subsidiary rights?

A Yes.

Q Who so informed you?

A Mr. Schneider.

Q In a phonecall? Sp.

A Yes.

Q Do you have any written record of that phonecall? Sp.

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been with other people in New York?

A I wasn't calling anyone else.

A No, none.

Q Are there any memoranda that you know of of the William Morris Agency that records that anywhere?

A I don't think the agency keeps its records, but I have never inquired.

Q Have you ever recorded that fact in a memorandum or document that you have prepared?

A Which fact?

Q This phonecall in which Mr. Schneider informed you that he had obtained all subsidiary rights.

A In that form, no.

Q What form have you?

A In my memorandum my reconstruction of 1944 for Mr. Hearst I made a reference to it only in general terms, saying that I was assured categorically, not once but several times by Mr. Schneider and also by Helen Strauss that they had been able to get for me what I wanted, and they assured me that it was completely covered in the agreement.

Q Is that an elaboration on what you are testifying to here today?

A I can't remember the words I used, so I can't say that.

Q You have told us in response to my questions that

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proposed provisions in the contract?

you received a call from Mr. Schneider in November -- I don't know if you said November. We placed it in a November time-frame in which he made that statement.

You are now indicating that in your reconstruction you have stated that you received several such assurances that all these rights had been obtained, including one from Miss Strauss. I am trying to reconcile those statements.

A Because they are both true. Mr. Schneider told me that over the telephone, and he also -- when I met with them personally in New York toward the end of October, both he and Helen on separate occasions and more than once reassured me about this.

Q Your prior testimony here was that at that stage they assured you they would be committed to seek all subsidiary rights for you. Now you are saying they told you in October that they had gotten them.

A I must have misunderstood your question in relation to time because my insistence on these things was earlier. In other words, I had said to them earlier if I am to sign a motion picture contract, this is what I want.

Just when that occurred, I don't know, except that it was earlier so that by the time I met them in person in New York, while they didn't have an agreement or contract there to show me, they assured me without equivocation that when the

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letter of April 17 pursuant to the sentence in there saying to call her if you wish to do so.

agreement was written and sent to me it would include those rights that I was seeking.

Q Did they make a representation to you that they had already secured Fox's agreement in this regard at the time you met with them in October?

A My impression is that that was what they were conveying to me, but I have no record of it so I couldn't swear to it.

Q When you say you have no record of it, you mean your recollection, therefore, is not precise in the matter?

A You see, I have that recollection and that is very clear that they told me very specifically during that ten-day period that there was no question about my getting those rights. I can't make it clearer than that because I didn't make a memoranda.

Q If that was the case, what would have been the need for Mr. Schneider to call you in November?

A Because by then the contract was either written or being written. The first was in a sense a verbal agreement as I understand it. The second was a written agreement that I was to sign.

Q But he called you shortly before he sent the contract down, or was it sometime earlier?

page which is entitled "Synopsis of Contract for Purchase of Literary Material", and has a file number in the upper right hand corner of 20th Century-Fox Legal Department, 4496", it looks like a small "f" and capital "AS".

MR. ESSAYE: All right. I take it that was not part of what was sent to you, Mrs. Landon?

THE WITNESS: No.

MR. ESSAYE: Well, that is inadvertently attached to that.

MR. FEIRST: This one also says "Under Rights Acquired (b)(1) of Television Rights From Film Only. See Special Provision."

MR. ESSAYE: Well, let's delete that for present purpose and we can go into that.

BY MR. ESSAYE:

Q Continuing with these two documents, Defendant's Exhibit 27 and Defendant's Exhibit 28, you signed these on December 8?

A Yes.

Q Now at the time these were delivered to you, Mrs. Landon, under Mr. Schneider's Exhibit 26, the letter of December 6 to you, your testimony yesterday was you then proceeded to sign them and return them to Mr. Schneider?

A Yes.

Q And you had no conversation with Mr. Schneider after receipt of these documents from him?

A No.

Q I believe your testimony was yesterday you did not have any other conversation with anybody else at William Morris in connection with these documents prior to your signature of them after receiving them, is that correct?

A No. I signed them immediately.

Q And then you returned them to Mr. Schneider?

A Immediately.

Q Did you have an attorney at that time who represented you in any way?

A No.

Q Prior to the commencement of this case did you at any time ever review these documents with any attorney?

A No.

Q Now, Mrs. Landon, turning to Defendant's Exhibit 28, which was the assignment, and turning specifically to page 3 in that document, that provides that "The owner by this instrument intends to and does hereby sell, grant, convey and assign to Twentieth Century Fox Film Corporation, its successors and assigns forever, all of the right, title,

and interest of the owner throughout the world, in and to the following:"

Now I take it it was your understanding at the time and presently that through this assignment you, as grantor, were signing certain rights to 20th Century Fox as grantee.

A Yes.

Q Now, turning to paragraph (g) under that grant, which is to be found on page 5, there is a reference to "The right to broadcast by means of radio processes." Do you see where I am referring to?

A I do.

Q In the last line in that paragraph (g) it says, "This restriction" -- in the last line there is a provision that says, "This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted."

At the time you signed this contract, were you aware of that clause?

A I read the entire contract carefully, but I already had assurances from my agent that I had retained television rights.

Q Have you at any time subsequently, before the

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commencement of this case, had any legal opinion with respect to the meaning of this paragraph (g)?

A Only the opinion through Albert Schneider of the attorneys at William Morris.

Q And when was that?

A Before the signing of the contract. I believe there is one letter in the file in connection with the Rogers & Hammerstein contract that does have some reference to television.

Q Well, you are referring to a letter from William Morris giving a legal opinion as to certain aspects of the Rogers and Hammerstein contract provisions. Is that what you are referring to?

A I know there is a letter that mentions the television rights. I can't remember the content.

Q I am going to show you a December 30, 1957 letter from Helen Strauss to you. Is this the letter you were referring to?

A I thought there was another.

Q You believe there is another letter to you from William Morris?

A I have a recollection of something in which television is mentioned, but I can't recall when or where.

(64a)

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Q Well, do you have a recollection of receiving a letter from the William Morris agency before you signed the contract with Fox on the question of television?

A No. At some later period. But I can't recall. I can't recall.

Q We have found nothing like that in the material you have provided us, so I would ask if you do have any recollection of that you see if you can discover such a letter.

Do you have any recollection of any other letters from the William Morris agency discussing the terms of this contract with Fox?

A I provided everything I have.

Q Do you have any recollection of letters from any other attorney prior to the commencement of this suit relating to anything in this contract with Fox?

A None.

Q Now, turning to provision (f) in this assignment, what is you contention or position with respect to the meaning of that provision as to what rights were granted and what rights you retained?

A. I sold only the right to show a feature length motion picture made originally for showing in a motion

picture theater on television.

Q And with respect to the other television rights, it is your position that you retained those under that agreement?

A That is my position.

Q But with respect to those rights is it your position that you could exercise them right away or subject to some restriction on your ability to exercise it?

A I was subject to a restriction to be found in my contract with Rogers and Hammerstein.

Q What about in this contract? Were there any restrictions?

A Only a time restriction.

Q Wasn't that a restriction?

A I say only a time restriction.

Q So it is subject to a restriction, a time restriction, is your position?

A Yes.

Q In the context of your position did this provide you any rights to place motion picture versions of this literary property on television?

A No feature length motion picture prepared for a motion picture theater.

Q So you had granted those rights and did not retain those rights?

A The specific right, the specific right to show a motion picture feature length intended to be shown in a motion picture theater. All other rights I retained.

Q That is your position?

A That is my position.

Q Now with respect to section (g) on radio broadcasting rights, what was your understanding of what had been granted?

A My understanding was that portions could be used for advertising purposes but that I retained all other rights.

Q What about time restrictions? Did you have any understanding there was any time restriction on those rights?

A Yes.

Q And what were those time restrictions as you understand them?

A "Two years after the general distribution date of the first motion picture by the purchaser based upon the said literary property or four years after the date hereof whichever period first expires."

Q So it was your understanding that you could not

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exercise radio rights until those time restrictions had been completed?

A Right.

Q Now with respect to dramatic rights, was it your understanding that there was any restrictions, time or otherwise?

A No.

Q And that would include plays place, musical comedies and so on?

A Right.

Q Now, you have provided us with a document that has only pages 7 and 8, and does not have the first seven pages, which we can mark as Defendant's Exhibit 29.

xxxx

(The document referred to was marked for identification as Defendant Exhibit No. 29 and attached to the court copy of the deposition)

BY MR. ESSAYE:

Q Again we do not have copies of this but I show it to you. Do you recall that document? I believe you made reference to it yesterday.

A Yes, I recall it.

Q And would you state your best recollection on when this was prepared and for what purpose?

A It was a memo I wrote to myself. I believe it was written in the winter of 1945, but I can't swear to it.

Q Did you give any copies of this memo to anybody else to your recollection?

A A copy to Mr. Feirst.

Q No, I meant at the time.

A No.

Q Now in this you state, Mrs. Landon, after reviewing the various restrictions on subsidiary rights imposed under the Theater Guild contract, you set out the percentage restrictions and then you say, "On the other hand my movie contract left me all the subsidiary rights, radio, television, even stage." Now as we have already reviewed, it is true, is it not, even under your position as taken in this case that certain television and certain radio rights have been granted to 20th Century-Fox, and that there were other restrictions on the rights that you had retained even under your present position?

A Yes.

Q So that the statement, "all the subsidiary rights, radio, television, even stage," is not completely accurate.

A Not legally.

Q Now on the other hand the provisions in the Theater Guild contract, which apparently gave you concern and are set out here, speak in terms of percentage payments that would have to be made or retained by the Theater Guild. The Fox contract, an I correct, did not contain any such percentage limitations or restrictions with respect to subsidiary rights.

A No.

Q Might it not, therefore, have been the case that your real concern at the time was to avoid such percentage restrictions of any contract you entered into with a film company?

A No.

Q And why not?

A It never occurred to me that a film company would care to work out a system of this sort.

Q Now, subsequently to signing of this contract, did there ever come a time where you or the William Morris agency offered for sale any television rights in this work, "Anna and the King of Siam"?

A No.

Q Now, your agreement with the William Morris agency

been with other people in New York?

A I wasn't calling anyone else.

Q Your recollection is you were not calling anyone else in New York?

A I can get out the telephone bill if you would like to see it.

Q Well, I would suggest you may want to check and see if you can identify the phone number to which these calls were made.

A Yes, surely, I would be glad to.

Q Who were you dealing with at the William Morris Agency in connection with this contract?

A Helen Strauss.

Q And is it your recollection these calls would have been with Helen Strauss?

A Yes.

Q Did she prior to your signature of 20 April 1950 on a contract between you and Rodgers and Hammerstein send you any letters with respect to the meaning of that contract or proposed contract terms?

A Everything I had I provided.

Q Well, what is your recollection on that? Do you remember receiving any letters from her discussing the

proposed provisions in the contract?

A I don't recall. I didn't read the letters over before providing them.

Q So you have no recollection one way or the other?

A None at the moment.

Q You have no recollection of receiving any letters from her of the type I have just described?

A There is a letter in which she first mentioned the possibility of a musical play by Rodgers and Hammerstein.

Q I am referring to letters specifically dealing with contract clauses and provisions. Do you have any letters from her or anyone else at the William Morris Agency or from anyone else anywhere?

A I have no recollection of any, but I would have to check the file before I could be sure. I didn't have the file at home.

Q Well, there is none that we are aware of in the material provided to us, so we ask that you doublecheck that since you are apparently not sure on it.

Now I would like to repose a question which I think I posed before, and I appreciate you giving the answer again. That is, with respect to Defendent's Exhibit 31, I asked you whether you had called her after receipt of that

dc 38

A I didn't like it as well as the [illegible]

letter of April 17 pursuant to the sentence in there saying to call her if you wish to do so.

A I would have to check my telephone bill to see if I did.

Q Well, I show you here ---

A I didn't finish it you see.

Q So you will undertake to check your telephone bill and see if you believe you made such a call. Do you remember any such call at this point?

A No, I don't.

MR. DOBKIN: Mr. Essaye, how about taking a five-minute break?

(Brief recess taken.)

MR. ESSAYE: Back on the record.

I would next like to introduce as Defendant's Exhibit 34 the agreement of April 20, 1950, between Mrs. Landon and Richard Rodgers and Oscar Hammerstein.

xxxx

(The document referred to was marked for identification as Defendant's Exhbit 34, and attached to the court copy of the deposition)

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MR. ESSAYE: I only have one copy here. I presume you have a copy?

MR. DOBKIN: Yes.

BY MR. ESSAYE:

Q Defendant's Exhibit 34 is the contract signed by you with Messrs. Rodgers and Hammerstein?

A Yes.

Q Pursuant to which they produced the play, "The King and I"?

A Yes.

Q Now, did there come a time when you requested advice from William Morris with respect to interpretation of certain provisions in that contract?

A Yes.

MR. ESSAYE: And we will introduce as Defendant's Exhibit 35 a December 30, 1957 letter from Helen Strauss to you which begins by stating, "According to our Legal Department, I believe the following is the complete information you wanted concerning television rights to The King And I."

(The document referred to was marked for identification as Defendant's Exhibit 35, and attache to the court copy of the deposition

xxx

dc 10

MR. ESSAYE: I will also introduce at the same time as Defendant's Exhibit 36, a December 6, 1957 letter from Helen Strauss to you.

(The document referred to was marked for identification as Defendant's Exhibit No. 36, and attached to the court copy of the deposition)

xxxx

BY MR. ESSAYE:

Q In that letter Miss Strauss says, "Our attorney and I have been going over the Rodgers & Hammerstein contract, and it may take a couple of days before I can get back to you regarding the clauses and your situation concerning TV rights." Will you tell us what gave rise to this letter to you from Miss Strauss?

A I don't remember.

Q You have no recollection at all?

A None.

Q Do you believe you might have any notes or diaries of any sort by which you might be able to refresh your recollection in that regard?

A No.

Q Do you know who the attorney was referred to by

Miss Strauss as "our attorney"?

A No, I don't.

Q Do you have records of your phone calls to Miss Strauss in the winter of 1957?

A That I would have to check.

Q Well, do you keep all your records of phone calls or only some of them?

A I just don't know.

Q Well, turning to the December 30 letter in which is set out certain information provided by the Legal Department of William Morris Agency, do you remember what use you made of the information provided to you in the December 30 letter?

A I filed it.

Q Well, if you look at page 2, the quoted part of it says, "I hope the foregoing answers your questions." Do you have any recollection what your questions were?

A No.

Q And you have no recollection why you asked the questions?

A No.

Q Have you ever prepared in connection with this case or otherwise any notes or memoranda relating to the

da 42

subject discussed in these two letters of December 6 and December 30?

A No, I never have.

Q I am referring you to the contract itself which is Defendant Exhibit 34, the Rodgers and Hammerstein contract, specifically to paragraph 9 thereof, starting with the fourth line on page 11. It states that, "With respect to television rights the owner agrees not to exercise or authorize the exercise of such television rights in the original book or any part thereof or any versions thereof prior to the expiration of two years . . . following the termination of the Manager's production rights in the Play" . . . I am skipping some parenthetical phrases. Then it says, "Such television rights restricted period may, at the option of the Dramatists, be extended for additional consecutive periods of one (1) year each upon the payment to the Owner, at the election of the Dramatists, of $1,000 for each such one (1) year extension, it being understood, however, that if and when the payments made under this provision shall total $10,000, such television rights restricted period shall be automatically extended in perpetuity without further payment of any kind."

(68f)

dc 43

Dealing with what I have just read there, do you recollect to what extent such payments were made to you as referred to in the provision I have just read?

A Yes.

Q And to what extent were they made?

A Ten thousand dollars.

MR. ESSAYE: I will introduce as Defendant Exhibit 37 a letter to you from the William Morris Agency dated February 20, 1963 from Jane Wilson.

(The document referred to was marked for identification as Defendant Exhibit No. 37, and attached to the court copy of the deposition)

xxxx

BY MR. ESSAYE:

Q Do you recollect receiving that letter?

A I do.

Q And do you recollect receiving the check that came with that letter?

A Yes.

Q And did you cash that check?

A I did.

Q At the time you received this letter, Mrs. Landon,

in 1963, did you talk to anybody at the William Morris Agency as to the significance of this payment and the statement made in the letter by Rodgers and Hammerstein and also on the William Morris Agency form, voucher form, that was attached to their letter as part of the exhibit which has been marked for identification?

A No.

Q Now as part of the agreement with Rodgers and Hammerstein there is a rider to Article 9th which provides as follows: "Subject to the provisions of this Article 9th and as elsewhere provided in this agreement, and subject to the contract between the Owner and Twentieth Century Fox Film Corporation, dated December 8, 1944, the Owner reserves the television rights in the Book, which reservation, however, shall not impair the ownership and the full and free exercise by the Dramatists of television rights in the Play."

Now that rider initially provides that it is subject to the provisions of this article, the ninth. Do you have any recollection as to the appearance of this rider?

A I do.

Q Would you give us that recollection?

A I refused to sign the contract unless the rights

covering television as I understood television, that is programs single or otherwise initiated for the purpose of being shown on television, were reserved to me.

Q Now have you seen a draft of this contract that did not contain the rider, or when the contract came to you with this rider on it was that the first time you had actually seen a contract as such?

A My recollection is that I had seen the contract without the rider and refused to sign it.

Q Now that is your recollection. Do you have a specific recollection, or are you not sure?

A I had been provided with all the terms of the contract. The form in which they came to me I can't remember.

Q When you say you had been provided, do you mean it might have been oral or it might have been written?

A I am not sure.

Q Were you in Washington throughout the period of the negotiation of this contract?

A I was.

Q Did anyone from the William Morris Agency come down and visit you in Washington at this time?

A No.

dc 46

Q So any information you might have had would either have been by telephone or would have been sent down presumably by letter from the William Morris Agency?

A Yes.

Q This goes back to a prior question, but you are going to check your records again to see if you can find any letters from the William Morris Agency in this regard, the subject we are discussing setting forth contractual provisions?

A Yes.

Q Now your initials are on the rider here. Did you put those initials on the rider at the time you signed the contract?

A I don't know. Yes, I must have because I refused to sign the contract until the rider was on.

Q When you say you refused to sign the contract, again are you implying that you had a contract in front of you that you refused to sign, or that in phone conversations the nature of the contract was described to you and you refused then?

A It was one or the other, but I don't know which.

Q Were you aware at the time you signed this rider that it had this introductory clause subject to the provisions

dc 47

of this clause article ninth?

A I read the language, but I relied on the assurance of the attorneys at the William Morris Agency who had assured me without equivocation, categorically, that I had retained television rights.

Q Now you have previously testified that all your phone calls in this context have been with Miss Strauss. Are you revising your testimony now in indicating that you were talking to attorneys at the William Morris Agency?

A She always put an attorney on during these contract negotiations. I never knew his name. She never introduced me. She always assured me that the attorneys had assured her.

Q Now this was a different practice I take it in the context of your 20th Century-Fox in which no attorney had ever been on the phone?

A That is correct.

Q You have no recollection of who this attorney was?

A He was never introduced.

Q His name was never even mentioned?

A No.

Q Was Mr. Schneider in any way involved ---

A He had left the company before this time.

(68 k)

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Q Was anyone else in any way involved to your recollection on behalf of William Morris other than Miss Strauss?

A I was never aware of anyone. Miss Strauss carried our the negotiations.

Q Now, when you received this payment that was forwarded to you under the 1963 letter of February 20, 1963 letter from Miss Wilson, and you went ahead and cashed that check from Rodgers and Hammerstein, did you consider at all what effect that was having on any television rights that you might still have at that time?

A My understanding from the beginning was that because of the restriction, any sale for television purposes would have to be negotiated with the concurrence of Rodgers and Hammerstein.

Q What do you mean by "with the concurrence"?

A I owned the property, but they had the rights to prevent me from exercising the use of my property, and my understanding was that any negotiations, would have to include them, and that those negotiations, which I supposed were entirely possible would be among the William Morris Agency, my attorney, and Rodgers and Hammersteins' attorney.

Q Were you aware that they had now paid a total of $10,000 to make this restriction perpetual?

A I was aware of that, but I also knew that they negotiated.

Q Knew in what sense that they negotiated?

A That if it was to their advantage to have a television series made, some accommodation could be reached whereby they profited as well as I.

Q Profited in the sense that they would collect a portion of the proceeds?

A Yes.

Q That is what you had in mind?

A That is what I understood it to mean.

Q But it was clear to you that without their permission whatever television rights you might have had of any sort could not be exercised?

A Yes, that was clear.

Q As of 1963?

A Yes.

Q And that is still clear today?

A Yes, that is clear.

Q Now has any of this discussion that we have subsequently had in any way refreshed your recollection as

to the possible occasion for your asking Miss Strauss to have the Legal Department at William Morris Agency give you an opinion as to the status of television rights under the agreement with Rodgers and Hammerstein?

A No. I have no recollection of having asked her.

Q Have you since the conclusion of this agreement with Rodgers and Hammerstein had any direct contact with either Mr. Rodgers or Mr. Hammerstein or anyone directly acting on their behalf?

A A Mr. Mok wrote and asked me to write the public piece in advance of the appearance of the play.

Q Let me narrow my question. In the context of the provisions of the contract have you had any communications with them or with anyone?

A No.

Q After 1963 did there ever come a time where you asked them for their consent for the sale of television rights?

A No.

Q Has anyone ever approached you and sought to purchase from you your television rights since the Fox agreement in 1944?

A No.

Q Other than in the context of the Rodgers and Hammerstein contract itself?

A No.

Q Just to clarify one more thing, Mrs. Landon, I believe the present state of your testimony on this Rodgers and Hammerstein contract is that you are not sure whether you saw a draft of the contract, and by that I mean a written document.

A I am not sure.

Q It was your testimony yesterday I believe that you have not seen a draft of the contract with Twentieth Century Fox prior to the delivery to you of the document that you reviewed and signed?

A Yes.

Q Is that correct?

A Yes.

Q And were you aware of who had drafted the Twentieth Century Fox contract at the time you signed it?

A No.

Q Were you aware of who had drafted the Rodgers and Hammerstein contract at the time you signed it?

A No.

Q Now with respect to payments made to you by

Q And what was your reaction to that film?

A I didn't like it as well as the stage play.

Q Would you explain?

A No.

Q You could not explain?

A Just a reaction. I preferred the stage version.

Q In what sense did you feel it was not as good -- can I use that word?

A Not as forceful.

Q Were you contacted in any way with respect to the preparation of the film "The King and I"?

A No.

Q Did you voluntarily submit any suggestions to Fox in that regard?

A No.

Q Have you ever seen the film, "The King and I" on television?

A No.

Q Have you ever seen the film, "Anna And The King on television?

A Yes.

It must have been about two years ago.

Q Had you seen it previously on television?

dc 69

A I don't recall having done so.

Q When you saw it on television, did you have any concern as to the legal authority of Fox to place it on television?

A None.

MR. ESSAYE: This would be a good place to break for lunch.

(Whereupon, at 12:20 p.m. the deposition was recessed to be reconvened at 1:50 of the same day)

dc 74

A No, they didn't.

Q How did you become aware of such a publication?

A Notices in the press.

Q In the literary press?

A Yes, advertisements.

Q And did you purchase either of the more recent editions?

A Both.

Q And you have those as well?

A Yes, I do.

Q The author's note to your work, page 391, contains a paragraph that I would like to draw to your attention, which is the second full paragraph on page 391, and in making reference to this work that is contained in this book you say first, "The method of presentation was determined by the form of the incidents as recorded by Anna Leonowens herself. While it was not possible to do what I originally intended, that is, piece together her own writings without alteration in language or style, as little change has been made as seemed consistent with the change from a first person to a third person narrative and from the 1860's to 1940's."

Is that still in your view an accurate statement?

(69f)

dc 75

A Yes.

Q When you say, "The method of presentation was determined by the form of the instances recorded by Anna Leonowens", could you explain exactly what you meant by that?

A When I re-read the material I was impressed by the fact that much of it was extremely dull and that what remained that would be useful to me was in the form of a number of incidents that had for me a kind of jewel-like quality. However, they were like beads, unassembled in a dish. I began by writing, or re-writing these incidents but first attempting to adhere as much as possible to Anna's own words for the purpose of recreating with respect an era often ridiculed, that is, the Victorian era.

As I re-wrote the incidents, most of them began to assume a form that was my own because I began to discover their significance. One of my first steps was to attempt a chronology and for this I had to do a great deal of research that had nothing whatsoever to do with what Anna herself wrote. I was helped somewhat by the consular records and somewhat by a large body of material supplied

(69g)

dc 97

time you read the contract?

A In that matter and in the phrasing of every other clause in the contract, I relied upon Mr. Schneider and the attorneys. I never concealed the fact in any way that I had based my book on Anna Leonowens' two books. The wording was not mine.

MR. DOBKIN: By "the wording", you are referring to the contract.

THE WITNESS: The wording of the contract was not mine.

BY MR. ESSAYE:

Q But once you received this wording you did not thereafter discuss it with Mr. Schneider prior to signing any contract?

A No.

Q Now turning to page 4 of the agreement, Mrs. Landon, I would like to briefly get your understanding of what was granted to Twentieth Century-Fox under the paragraph marked "First" here, and then we can proceed in order with paragraph (a).

What was your understanding of what was granted thereunder?

(69R)

dc 99

Q What about the subsequent films?

A I understood that that meant that they could make more than one feature length motion picture based on my book.

Q Where is this phrase "feature length' that you refer to?

A It is not written there, but it was my understanding of the kind of motion picture that they could make after my conversations with Mr. Schneider.

Q Which conversations you have already described to us yesterday?

A Yes.

Q You were aware at the time that they were being granted the right to make sequels?

A I was.

Q And to change the characters and content of the story in that regard?

A But the sequels were limited, according to my understanding, as ~~conveyed on~~ contained in information conveyed to me by Mr. Schneider that the sequels could only be motion pictures made for showing in motion picture theaters.

Q Now when you read this contract before signing it

dc 100

and noticed that that wording was not in there, the wording you have just stated, did that give you any concern?

A I had complete confidence in the William Morris Agency and in their ability to write a contract that would protect my rights.

Q But at that time you did not know who wrote this contract?

A No, I did not.

Q Why don't we move on to (d).

A To me that simply meant that music could be included if desired.

Q And (e)?

A That meant that if they desired to make it in operetta form they could do so.

Q Did you have any knowledge of what the word "movietone" meant at the time?

A I had no knowledge. I understood that it was a technical term for a movie in which there was a musical sound track, and possibly songs.

Q Where did you gain that understanding?

A I don't know.

Q Is this an understanding you may have gained

subsequently, or you are not clear whether you had the understanding at the time or ---

A Yes, I did.

Q Why are you certain that you had the understanding at the time?

A I just am.

Q Going on to (f).

A This spelled out in my understanding the limitations on the television rights that Fox acquired.

Q Now where it states in paragraph (f), "The owner specifically reserves to herself the right to broadcast the literary property by television direct from living actors," did that phrase "direct from living actors" cause you any concern at the time you read this?

A At the time this contract was written all prestige programs on radio were by living actors. The only television available that year was on approximately six stations, two in New York, I don't know where the other four were, but there were none in Washington. They were limited to ten hours a week, no advertising, and the programs were either old films or live programs, programs with living actors. So that the term in 1944 as it was explained to me,

(706)

dc 102

and as I understood it, meant that all programs initiated for television were made by living actors. It, therefore, was a device for assuring to me the television rights other than those to the motion picture made for showing in theaters and under some circumstances later shown on television.

Q That was perhaps the conclusion you could come to, but you had never seen this phrase "broadcast direct with living actors" until it was here at the time you signed, is that correct?

A Like all the other phrases, it was explained to me by Mr. Schneider.

Q You previously testified that you had not seen this actual document until it came down to you. How would he have been able to explain that term if you hadn't called him at the time this document arrived?

A I said that he explained to me ---

Q He explained to you the rights that he was trying to get for ---

A --- was retaining for me.

Q And isn't it true that you therefore in reading this, because that is what he told you, concluded that that was what was being accomplished in this paragraph? Isn't that correct?

A I had no reason to doubt hi

(70c)

Q "This restriction on broadcasting, however,

dc 103

Q Let's move on to paragraph (g).

A My understanding there was that I retain the radio rights, which in 1944 was still a very important property since radio was at its height, and that the only rights surrendered were for advertising purposes.

Q Now I have previously drawn your attention to the last sentence in that paragraph (g). If we examine that it says, "This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted."

Now, since you are a person granting rights under this agreement, I gather when you read this you understood that that was referring to the rights granted by you to Fox with respect to television. Wouldn't that be correct?

A Yes.

Q Did you understand what restriction on broadcasting was being talked about?

A I will have to read this again.

Oh, yes. The restriction as I understood it in the radio clause was to limit Fox to using the radio only as a means of advertising the motion picture while they already had the right to show the motion picture they were going to make for theater presentation on television.

(70 d)

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Q I direct your attention to the phrase, line 9 in that paragraph, where it says, "Purchaser shall not broadcast serially an entire photoplay produced hereunder." Do you see that phrase?

A Yes. That was broadcast by radio.

Q That is correct. Were you aware that phrase had been added to this paragraph after the first draft?

A No.

Q In there it says as just stated that, "The purchaser shall not broadcast serially an entire photoplay produced hereunder."

Since this restriction doesn't apply to television, that would imply that for a television broadcast Fox would be able to broadcast serially an entire photoplay produced hereunder. Was that your understanding at the time you received this?

A No.

Q Did you really in fairness study this paragraph (g) in great detail the way we are doing now before you signed it?

A I read it all very carefully, but where the exposition was concerned I relied on assurances from

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Mr. Schneider. I didn't take it up with him phrase by phrase. He gave me a summary in each instance.

Q Well again, we go back to your previous testimony, Mrs. Landon, which was that he called you, and your understanding was that he gave you assurances that the subsidiary rights that you had been seeking had been secured. Is that still your testimony?

A It is.

Q And that was the sum and substance of what he told you. That was your testimony yeaterday.

A No.

Q Well was not that your testimony yesterday?

A I said that he did that, but I believe I also said that he had discussed these things with me at very considerable length.

Q I understand that, but I am making a distinction between discussing the principle and the actual wording. It was my understanding from your testimony yesterday and your testimony to this point that while the subject matter and the principle involved was discussed between the two of you, and it is your testimony that he then called and said that he had secured the principles that you were

agreement?

A No only that Helen lied to me so many times that I lost confidence in her.

Q In what sort of things?

A I couldn't be specific now except that she had explained to me at the very beginning that in her professional the ability to lie successfully was important, and I became aware of a number of small lies and some large lies, and that troubled me because I feel that between agent and client there should be some sense of trust.

Q These were lies small or large that she was making to you in connection with her activities as your agent?

A Yes.

Q Can you recollect one example?

A Yes, one. She let me believe that Gertrude Lawrence was to receive $1500 a week.

Q For performing and in fact she was going to receive $7500 a week.

A Yes.

Q After the William Morris Agency your agreement with them came to an end I believe it was your testimony

dc 111

rider or something similar there to be included, is that correct?

A William Morris withheld nothing from me, and how they communicated with me the various clauses of this contract, as I say I can no longer remember. Whether they sent down a draft which I then returned to them, or whether they read it to me clause by clause over the telephone, that I can't remember. It may be in their records. It would be very valuable if it were.

Q Wouldn't there be another alternative, which is that they summarized the provisions for you over the phone?

A I wouldn't have been satisfied with that.

Q Do you have a specific recollection on that?

A I have a specific recollection of being disenchanted with the clauses in the contract and of reaching a point where I truly wished to terminate the negotiations.

Q Now all of this dissatisfaction which you speak of being expressed would have been expressed to Miss Strauss?

A To Miss Strauss and whoever the attorney on the phone was. I never knew his name.

Q Nobody else within the confines of William Morris

dc 112

Agency?

A No.

Q Was there anyone else who was involved in any way in negotiation of this contract?

A If there was anyone else involved I never knew it.

Q My question was whether you communicated with anybody else who may have been involved on one side or the other in this ---

A No.

Q All your communications were with Miss Strauss or with the unnamed attorney who was on the phone with her?

A That is right.

Q Well again, directing your attention to the rider, Mrs. Landon, that speaks in terms of television rights. Even if we were to assume for the sake of this question that that rider modifies clause seventh, would it be your understanding that it does so only with respect to the rights set forth in that clause and, therefore, except to the extent stated in that clause the events conceived of in Article Seventh have in fact taken place?

A I don't know. It seems to me there was one

To your knowledge was the play produced and presented in accordance with that introductory clause?

A It was produced and presented.

Q Then to your knowledge did the actions then occur which are set forth in Article Seventh?

A I find this very confusing.

MR. DOBKIN: I am going to have to object to the question, Mr. Essaye, because the actions that you are referring to are legal consequences spelled out in the document and they are not factual events that occurred to my knowledge. I don't know how Mrs. Landon is expected to testify to whether or not legal consequences occurred.

MR. ESSAYE: Let me rephrase the question to try to avoid that problem.

By Mr. Essaye:

Q What I am trying to get to is did anything subsequent to your knowledge occur by in any way altering the provisions of Article Seventh after the contract was signed?

A This language is very difficult for me. All I know is that Mr. Reinheimer for Rogers & Hammerstein and the attorneys for William Morris assured me that I had retained my television rights.

Q When did they give you that assurance?

A Before I signed it, but I couldn't locate the date other than that.

Q Now, did you yourself speak directly to Mr. Reinheimer?

A No, I did not, but Helen Strauss was the person on the phone as always. She didn't identify the attorney but, since I was so deeply concerned about retaining the television rights, they both assured me that the rider which I had insisted upon and that Mr. Reinheimer agreed to reluctantly, according to them -- I am quoting them because I had no contact with him -- specifically and categorically reserved the rights to me, and that I didn't have to worry about the wording of the contract other than that because it was puzzling, the legal language was puzzling to me, and therefore I had to really seek and request their advice on that point and that was what they told me.

Q With respect to rights other than television rights is it your testimony you received assurances in that regard or only as to television rights?

A Well, what they said was that I had specifically sold the dramatic rights and that was to a stage production,

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A I haven't been able to recall a thing about that and I don't know who initiated this. Helen had been talking to me about a book that I considered doing.

Q Well if you don't have any recollection simply so state.

A I am trying to remember but I really can't.

Q In the context of the Twentieth Century-Fox contract in 1944 was there ever any discussion that you recall on the question of copyright renewals?

A I don't recall any.

Q The work "Anna and the King of Siam" was published in condensed form in Reader's Digest, is that correct?

A That is correct.

Q And can you give us the background on who did the condensation work?

A I don't know.

Q Who actually handled the relations with Reader's Digest, was that the John Day Company?

A Yes, it was.

Q And they informed you that this agreement had been reached with Reader's Digest and that a condensation would be made.

A I don't think so. Perhaps I should qualify it by saying that they handle all the royalties from Rogers & Hammerstein. Those don't come to me directly from Rogers & Hammerstein but always through the William Morris Agency.

Q I understand that, but I think that is a different point from my question.

Did you understand my question?

A Yes, I did.

Q Now there came a time that you had terminated your contract with William Morris Agency?

A Yes.

Q Would you briefly explain the reasons for that?

A There were two: One, the things I was writing like "The History" that I was working on had no connection with them. The other was that I had some reasons for dissatisfaction and decided just to terminate the contract and think a while before I either renewed with them or went to anyone else.

Q What was the basis for your dissatisfaction?

A I was never satisfied with the Rogers & Hammerstein contract?

Q What in particular?

(73f)

A I felt that I should have had a royalty or payment for any second motion picture based on the "King and I."

Q Anything else?

A I learned from "Variety" that Gertrude Lawrence had signed a contract with Rogers & Hammerstein to play "Anna" for $7500 a week and a percentage, and that the first act was half written, and Helen Strauss told me that unless I signed under the terms she had negotiated we would lose the services of Gertrude Lawrence.

Q Anything else with respect to the Rogers & Hammerstein contract?

A That was it.

Q Did you at the time negotations were going on express a statement that you wanted to receive royalty from the second motion picture and seek to have them have that in t contract?

A Yes.

Q And at the time you signed the contract you were aware they had not been able to do that?

A Yes.

Q Were there any other dissatisfactions with the William Morris Agency other than the Rogers & Hammerstein

(73g)

Q When did that occur?

A It was sometime last fall.

Q Before the series was completed?

A Before the series was completed.

Q Anything else?

A No.

Q You had previously testified to your parting of the ways with the William Morris Agency.

A Yes.

Q At the time you had indicated two bases that you recollected, from your point of view, at least one of which was dissatisfaction with the Rodgers and Hammerstein contract and the other was misrepresentations to you by Miss Strauss.

A Yes.

Q Were there any other reasons?

A No.

Q Were you satisfied with their efforts to sell your other works?

A Yes.

Q Now you recollected one instance of a misrepresentation to you by Miss Strauss in connection with the remuneration to be received by Gertrude Lawrence in the

play. Can you recollect any others?

A Not specifically, because I was not keeping a record. But I remember the exact point in the negot'ations, about half way along, when I became aware of the fact that I was being told things, I became aware of the fact that I was being deceived. I can't tell you now after these 22 years, 23 years actually, how I became aware of it. But I did and I also later was able to confirm my intuitive awareness of this. But at this date, I can't tell you how I knew or what the specific thing, the specific conversations were that gave me this conviction. I wasn't keeping a record.

Q Do you have any other specific recollections other than what you have testified to before?

A No more specific recollections. I do know though that I was keeping a kind of tabulation in my mind, and I have a fairly good memory, and at the time I was keeping as I say a kind of tabu ation so that I was aware, as we went along, of a number of what I considered deceptions.

And that troubled me very deeply because I had trusted Miss Straus so completely and accepted her word so completely that it was to me a very, very sad, very unhappy situation. I didn't want any part of it. And I felt a very genuine grief. But as I thought it over, I felt I owed the

Q "This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted."

What is your understanding of the rights on television that is referred to in that provision?

A The only television right that I granted to Twentieth Century-Fox was that of showing the theater-length motion picture made for presentation in a motion picture theater that they were about to make. I granted to them the right to show that specific motion picture on television, nothing else.

Q You have given extremely detailed testimony with regard to the year 1944. Elsewhere in your deposition you have indicated that you do not recall certain events that occurred at a later date. I was wondering if you can tell us why it is your memory appears so complete for 1944 and not so for events that occurred later on?

A The basic reason, the most important reason, is that 1944 was a year of enormous consequence to me, a kind of high point toward which I had been working for five years, and it included events like the publication of my first book, my contact with Theresa Helburn of the Theater Guild, which is

thousands of dollars on it. And then I adjudged that it simply did not meet my own critical standards and I abandoned it.

Q Do you have any reason to believe that Helen Strauss lied to you about anything concerning the 1944 contract with Twentieth Century-Fox?

A No.

Q Had anything occurred with respect to Helen Strauss' status between 1944 and the later period you described when you lost confidence in her?

A Yes. She had just become head of the department at William Morris Agency. I don't know the name of it because they never ~~used~~ identified the department on their letterhead. There is no indication of that on their letterhead, but I did know this had been a tremendous advance for Helen and the negotiations for "The King and I" were the first important deal that she handled in her new position.

She made it very plain to me that it was absolutely essential to her to carry the negotiation through to a successful conclusion. She felt that her whole future rested on the success of these negotiations. She made that very plain to me. That ultimately influenced me to accept

what I felt was an unsatisfactory contract.

Q In your opinion did the television series that has been made the subject of this law suit have any effect on the television market for "Anna and the King of Siam"?

A Oh, yes. It killed it.

Q Earlier today in the deposition you referred, you were asked about evidence of the "failure" of the series. Do you have in your possession any reviews of the series by critics, television critics, or otherwise?

A Yes, I do.

Q Do any of these reflect upon the failure of the series?

A Many of them do.

Q You referred several times today in your critique of the 13 episodes to your generic criticism of the basic meaning or story or concept of "Anna and the King of Siam" which was absent from the series.

To tie all this together because I don't think you did it earlier, I would like you to explain why the TV series that we are talking about here failed to reflect the basic meaning or story or concept of your book?

A In the first place, in my feeling the format

and every country because there is a timeliness in this story of the struggle for human rights that underlies the play as it did the book.

MR. DOBKIN: I have no further questions.

XXXXXX

EXAMINATION BY COUNSEL FOR THE DEFENDANTS (Resumed)

BY MR. ESSAYE:

Q Returning to Plaintiff's Exhibit for identification, Exhibit 27, Mr. Dobkin asked you a question concerning paragraph "G," the final sentence there. And my notes reflect in response you indicated that it was your understanding that the only rights you were granting to Twentieth Century-Fox in this contract with respect to television was to show the specific motion picture that they planned to make, on television. Is that an accurate summary of what you stated?

A Yes.

Q Is it then your position, that Fox did not have authority to make any additional sequel motion picture or other motion pictures?

A No, they had the right to make one in "The King and I." When I spoke as I did, I was reflecting my thought at the time because it never occurred to me that they would

make more than one. It was so rarely done.

Q May I direct your attention again to paragraph "C" in the same agreement, at the bottom of page 4, where you grant to Twentieth Century-Fox certain rights "to make one or more versions of said literary property, to add to and subtract from said literary property, change the sequence thereof, change the title of said literary property, use said title or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations, and sequels in any and all languages and to register and obtain copyright therein, throughout the world."

Now that you look at that, isn't it clear that Fox had rights not only to make sequels of other films but could clearly make changes therein, is that correct?

A It is correct but the limitation was still on. These were feature length motion pictures, designed for motion picture theaters.

Q Is that stated anywhere in the contract, to your knowledge?

A I was told that. Of course there is a limiting clause in this contract which says rights not specifically granted are retained by the owner also.

Q I don't think you have answered my question. My question was to your knowledge is there any statement in here in this contract that the rights granted are limited to full length motion pictures?

A It is inherent in the contract. This clause can't be disassociated from the other.

Q I will ask the question once again. Is there any specific statement in here--

MR. DOBKIN: I think the answer is, "it is inherent," that there is no specific statement, we will stipulate to that fact. There is no need for it.

MR. ESSAYE: If that answer had been given in the first place, we wouldn't have had to repeat the question.

BY MR. ESSAYE:

Q I want your understanding on this. It has been brought out by Mr. Dobkin, is it your position that it was your understanding at the time that Fox could not make a short motion picture version for showing solely in

(78c)

movie theaters?

A Yes.

Q That was your understanding of what you were agreeing to at the time?

A Yes, it was.

Q Did you ever have any specific discussions with anybody at William Morris Agency on that specific point?

A I have no record or memory of the specific conversations. It would be interesting to see the records, if the William Morris Agency has them.

Q You have no recollection at this time of any conversations?

A No.

Q Did you recognize the time that even with respect to the motion picture immediately contemplated by Fox, that they had the rights that I have just alluded to in this paragraph "C" to alter the literary property?

A Yes. That was clearly explained to me, and by anecdote.

Q Will you explain what you mean by "anecdote"?

A I will try to remember it exactly. There was a very well-known author named Louis Bromfield who had sold

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or had sold a book for a motion picture. When he saw it, he couldn't recognize it. So when he met the producer, he said something to that effect and asked what the very large and pleasant sum he had been paid was for. The producer said "For your name, Mr. Bromfield, for your name."

Q When was this related to you?

A In connection with the right the company had to alter the title or the character.

Q I am sorry. My question was "when." When was this related to you?

A As I say, it was during this period when the contract was being explained to me.

Q By someone at the William Morris Agency?

A Yes.

Q Either Helen Strauss or Mr. Schneider?

A Presumably, but I can't remember it specifically. I don't remember exactly when they told us. We had so many discussions. We had endless telephone calls and many oral discussions, too, which they were very, very meticulous in their effort to explain it to me.

This wouldn't have been necessary if I hadn't had a choice. And it was because of the element of the

choice between the Theater Guild and the motion picture company that we went over these matters in great detail. My great regret, of course, is I didn't keep memoranda, but I didn't.

Q I want to be clear on one thing you previously testified, I believe, the only two people you dealt with with respect to this contract at William Morris were Miss Strauss and Mr. Schneider?

A Yes.

Q So if somebody had related this incident, this anecdote to you, I take it it would have been either Mr. Schneider or Miss Strauss, is that correct?

A Yes.

Q With respect to Miss Strauss and the questions asked by Mr. Dobkin with respect to her, do you know when Miss Strauss joined the William Morris Agency?

A Yes. In March of 1944.

Q Was the negotiation of this contract with Fox one of her first major undertakings for William Morris?

A No, that was Mr. Schneider's. He was head of the department.

Q But you made your contact with William Morris

Agency through Miss Strauss, is that correct?

A. Yes.

Q You really brought them on as your agent because of Miss Strauss?

A Oh, yes. Well, I should add to that. They were one of the very important agencies so that I should have been glad to join them whether Helen Strauss was there or not.

Q I think your testimony has been previously that at the time you made the decision to take on William Morris as your agent, all your contacts with ~~him~~ them had been in the form of Miss Strauss, is that correct?

A Correct.

Q Is there any reason that making this contract with Fox was not also important for Miss Strauss?

A Yes. She was second in the department and the minute the theater producers and the movies, the motion picture companies became interested, Mr. Schneider took over as head of the department. Their department was never delineated to me beyond that point except that all my contacts in connection with the Theater Guild, that was the official one, not merely the discussions when three

people ~~are~~ were involved, Mr. Schneider and Miss Strauss. It was always with Mr. Schneider.

Q Is it your contention the Rodgers and Hammerstein contract was more important to Miss Strauss when she was made head of that department than before?

A Yes, of course it was her first big contract after becoming head of the department. Furthermore--

Q What was her first big contract after joining William Morris?

A I really don't know.

Q As far as you know, yours may have been the first big one.

A I don't think so.

Q You don't know otherwise?

A No, I don't.

Q Another question asked of you by Mr. Dobkin with respect to the televising of "Anna and the King of Siam," and I think your response to the question on that subject was that you believed that the series that we have been discussing had "killed" that possibility.

Let me, before asking a question on that, ask a question so there is no misunderstanding. We have been

DRAMATIC PRODUCTION CONTRACT*

THIS CONTRACT, made and entered into this...2nd.....day of

August....., 1944, by and between..The.Theatre.Guild,..Inc.

..... of .New.York.City.....,

hereinafter referred to as the "Manager," and.....

Margaret.Landon.....

Washington, D.C.

of ~~New York City~~..... hereinafter referred to as the "Author"

~~WITNESSETH:~~

WHEREAS the Author is the author and proprietor of a certain play or other literary property now entitled:

"ANNA AND THE KING OF SIAM". (now in the form of a book)

WHEREAS the Manager represents that he has signed the Minimum Basic Agreement (hereinafter referred to as such) entered into between The Dramatists' Guild of The Authors' League of America, Inc. (hereinafter referred to as The Dramatists' Guild) and Theatrical Producing Managers, and is in good standing with The Dramatists' Guild, of which the Author is a member in good standing,

WHEREAS the Manager desires to obtain a sole and exclusive lease to produce and present the said play or other literary property in the United States of America and the Dominion of Canada upon the terms and conditions hereinafter more fully set forth, subject however to the provisions of the Minimum Basic Agreement, and the Author wishes to grant such lease;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, and other valuable consideration, the parties agree as follows:

FIRST: Each party hereto ratifies and confirms the Minimum Basic Agreement with such amendments thereto, if any, as may have been adopted at the date of this contract. The said Minimum Basic Agreement is deemed incorporated herein in its entirety as though physically attached hereto, and the terms and provisions thereof shall apply in all matters and instances not specifically covered and provided for by this agreement. In the event of any conflict between any of the provisions of this Production Contract and the said Minimum Basic Agreement, the said terms and provisions of the Minimum Basic Agreement shall prevail, and such conflicting clauses hereof shall be deemed automatically to conform to the said Minimum Basic Agreement.

*Copyright, 1941, by The Authors' League of America, Inc.

SECOND: *Author's Warranty.*

The Author hereby warrants that he is the author and proprietor of said play or other literary property and has the right to execute this lease.

THIRD: *Conditions Governing Production.*

The Author hereby leases to the Manager the sole and exclusive right to produce and present the said play or other literary property on the speaking stage in the United States of America and the Dominion of Canada upon the terms and conditions hereinafter more specifically set forth.

FOURTH: *Date of Production.*

The Manager agrees to produce and present the play on or before

See Special Arrangements Paragraph 11(a)

the.....day of....., 194...

FIFTH: *Initial Payment.*

The Manager agrees upon the signing of this contract to pay the Dramatists' Guild for the account of the Author..One Hundred... Dollars ($.100.00...), as an initial advance against royalties. (Such initial advance shall in no event be less than One Hundred Dollars ($100.).

SIXTH: *Further Advances.*

See Special Arrangements Paragraph 11(a)

The Manager also agrees that after such initial payment and until the production of the play, he shall pay further advances monthly to the Dramatists' Guild for the account of the Author.

(Such further advances shall in no event be less than One Hundred Dollars ($100) per month for the first five months and One Hundred and Fifty Dollars ($150) per month for the succeeding six months; except that, unless otherwise specified in this Production Contract, payments for the number of days falling within the period between June 1 and August 31 shall be at the rate of one-half of the amounts set forth in the following schedule.)

Payable one month from the date of the signing of the contract

..... Dollars $.....

Payable two months from the date of the signing of the contract

..... Dollars $.....

Payable three months from the date of the signing of the contract

..... Dollars $.....

Payable four months from the date of the signing of the contract

..... Dollars $.....

Payable five months from the date of the signing of the contract

..... Dollars $.....

Payable six months from the date of the signing of the contract

..... $.....

Payable seven months from the date of the signing of the contract

..... Dollars $.....

Payable eight months from the date of the signing of the contract

..... Dollars $.....

Payable nine months from the date of the signing of the contract

..... Dollars $.....

Payable ten months from the date of the signing of the contract

..... Dollars $.....

Payable eleven months from the date of the signing of the contract

..... Dollars $.....

SEVENTH: *Royalties.*

Royalties shall be on the following percentage basis:

(The royalties specified shall in no event be less than five per cent (5%) on the first Five Thousand Dollars ($5,000) of gross weekly box-office receipts; seven and one-half per cent (7½%) of gross weekly box-office receipts in excess of Five Thousand Dollars ($5,000) but not exceeding Seven Thousand Dollars ($7,000); ten per cent (10%) of gross weekly box-office receipts in excess of Seven Thousand Dollars ($7,000)).

.Five..per cent (5 %) on the first.Five..thousand.....Dollars

($5,000.00...) of gross weekly box office receipts;

.Seven.and.one-half.. per cent (7-1/2 %) on the next

.Two..thousand.....Dollars ($2,000.00.....)
of gross weekly box office receipts;

.Ten...per cent (10 %) of all gross weekly box office receipts in ex-

cess of .Seven..thousand.....Dollars ($.7,000.00.....)

EIGHTH: *Subsidiary Rights.*

In the event that under the terms of the Minimum Basic Agreement the Manager shall be entitled to share in the proceeds of any subsidiary rights, it is agreed that the Manager shall receive the following percentage thereof:

(In no event shall the percentage exceed forty per cent (40%) under sub-division (a) and (b) hereof and fifty per cent (50%) under the remaining sub-divisions of this article.)

(a) Motion Picture .....forty.....per cent (40%)

(b) Radio and Television.....forty.....per cent (40%)

(c) Stage Rights Other Than First Class fifty.per cent (50%)

(d) Stock Peformances .....fifty.....per cent (50%)

(e) Amateur Performances .....fifty.....per cent (50%)

(f) Musical Comedy and Operetta Rights fifty.per cent (50%)

(g) Grand Opera based upon the play fifty.....per cent (50%)

(h) Foreign language performances in the United States

.....fifty.....per cent (50%)

(i) Condensed and Tabloid Versions fifty.....per cent (50%)

NINTH: *British Rights.*

In the event that the Manager shall produce the play or cause the play to be produced in Great Britain, as provided in Article V, Section 1 of the Minimum Basic Agreement, royalties for the British production shall be on the following percentage basis:

(The following royalties shall in no event be less than those specified for the United States in this Production Contract.)

Five...per cent (5 %) on the first Five thousand.....Dollars ($5,000.00...) of gross weekly box office receipts;

Seven and one-half.... per cent (7-1/2 %) on the next Two thousand.....Dollars ($2,000.00.....) of gross weekly box office receipts;

Ten....per cent (10 %) of all gross weekly box office receipts in excess of Seven thousand.....Dollars ($.7,000.00.....)

Unless terms more favorable to the Author are specified in this contract, the minimum terms and conditions relating to the payment of

advances for British production set forth in Article V, Section 1, of the Minimum Basic Agreement shall apply.

TENTH: *Rights in Foreign Countries.*

In the event that the said play is produced in foreign countries outside of Great Britain, the Manager, subject to the terms and conditions of Section 2 of Article V of the Minimum Basic Agreement, shall receive

forty ..... per cent (40 %) of the net proceeds therefrom.

(In no event shall such percentage exceed forty per cent (40%).

ELEVENTH: *Special Arrangements.*

(If the parties desire to make special arrangements permitted by the Minimum Basic Agreement, they should be stated here.)

(A) It is understood and agreed between the author and the manager, (a) that there is no obligation on the part of the manager in any event to produce the play; and (b) that in the event the manager shall determine to surrender his option to produce the play, he may send a notice thereof by registered mail addressed to the author advising him thereof and thereupon all rights of the manager shall terminate as provided in Section 6, Article XIV, of the Minimum Basic Agreement; provided, however, that such termination shall be without prejudice to the author in respect to advances which may have become due prior to such termination.

The right of the author or Guild to serve the three day notice provided for in Article XIV, Section 1, of the Minimum Basic Agreement remains in full force and effect. In the event that neither the manager, author or Guild shall send the notice herein provided for, then in any event all rights of the manager shall come to an end in the event of his failure to pay one or more advances as provided in Article IV, Section 1 (d) of the Basic Agreement, and this agreement shall terminate automatically and without notice ten days after the date when such advance became due, unless such defaulted advance shall have been paid within such ten day period. If said tenth day shall be a Saturday, Sunday or legal holiday, then termination shall become effective at the conclusion of the next succeeding business day.

Section 6, Article XIV, dealing with the effect of termination shall apply to any termination hereunder.

ARTICLE II, Special Arrangements

A. The Manager shall have the right for a period of one month from the date of the execution of this agreement to submit the literary property to dramatists for the purpose of having the said literary property dramatized. Subject to the approval of the Author, which approval shall not be unreasonablly withheld, the Manager shall have the right to engage a dramatist to dramatize the said literary property.

B. In the event that the Manager is unable to engage a suitable dramatist to dramatize the said literary property within one month from the date of the execution of this agreement and the Manager has a dramatist or dramatists interested in considering such engagement, then the Manager shall have the right to extend its option to engage a dramatist for a period of two additional months from said date, making a total of three months from the date of the execution of this agreement, provided that the Manager pays to the Dramatists' Guild for the account of the Author, as an additional advance against royalties, the sum of $200.00.

C. The compensation of any dramatist so engaged shall be one-half of the Author's royalties (but not of the Author's initial advances of $300.) and one-half of the total Author's share of all subsidiary rights, and all payments to the Author will be reduced accordingly. Upon the completion of the dramatization, such dramatization and the literary property shall be deemed for all purposes merged, except that the Author shall retain all publication rights of the original undramatized literary property and the right to read portions of same for lecture or educational purposes, and the dramatist shall not share in any income of the Author from such publication, lecture or educational uses.

D. The dramatization to be made by the dramatist engaged hereunder will be completed on or before six months after the date of the engagement of such dramatist. The Manager shall have the right to produce and present the play on or before four months after the completion of the dramatization, but in the event that such four months' period expires in July or August, the Manager shall have until the following September 15th to produce and present the play.

E. Additional advances against royalties shall be paid to the Dramatists' Guild for the account of the Author and the Dramatist at the rate of $100. per month beginning upon the second month after the completion of the dramatization.

F. All sums of money, except advances on royalties, due to the Author from the Manager or any other source under this contract, shall be paid to WILLIAM MORRIS AGENCY, INC., as the authorized agent of the Author. In consideration of the services rendered and to be rendered, WILLIAM MORRIS AGENCY, INC. shall be entitled to receive a commission of 10% on such royalties and advance payments, except that in cases of the sale or lease of amateur performances, said agent shall be entitled to deduct and receive a fee of twenty (20%) per cent.

G. Subject to the provisions of Article VIII, Section 4, of the Minimum Basic Agreement and in connection with the sale or lease of the foreign and subsidiary rights in said play, the Author hereby appoints WILLIAM MORRIS AGENCY, INC. as her agent.

H. WILLIAM MORRIS AGENCY, INC. shall be entitled to a commission of ten (10%) per cent of the total gross sums paid for the sale or lease of the foreign and subsidiary rights (subject to the deduction of the three and one-half (3½%) per cent referred to in Article VIII of the Minimum Basic Agreement) so long as it shall continue to render service. However, if the dramatist engaged in accordance with the foregoing provisions shall, at the time of such engagement, be under exclusive agency contract with an agent other than William Morris Agency, Inc. and shall be required to pay such agent compensation based upon the proceeds of the lease or sale of the foreign and/or subsidiary rights in said play, the compensation of William Morris Agency, Inc. by reason of the sale or lease of said rights or any part thereof shall be ten (10%) per cent of the total sums paid for the sale or lease of such foreign and/or subsidiary rights less such sums as the dramatist shall be obliged to pay his agent as above mentioned, which sums shall in no event exceed a sum equal to ten (10%) per cent of the share of the dramatist in such proceeds (exclusive of the producer's share).

TWELFTH: *Countersignature; Modifications of Contract.*

This contract shall be effective only when countersigned by The Authors' League of America, Inc., and the Dramatists' Guild thereof.

Except as otherwise provided in Section 2 of Article VI of the Minimum Basic Agreement, all modifications of this Production Contract shall be binding only when reduced to writing and signed by the parties hereto and countersigned by The Authors' League of America, Inc., and The Dramatists' Guild thereof.

(Seal) .....

.....
Manager

.....
Author

Countersigned: 8/24

The Authors' League of America, Inc.

By Alyce V. McCarron

THE DRAMATISTS' GUILD *of*

The Authors' League of America, Inc.

By Alyce V. McCarron

(If Manager is a corporation, the following is to be signed by the person in control thereof as defined in Article II, Section 1(e) of the Minimum Basic Agreement.)

In consideration of the execution of this contract by the Author, the undersigned (if more than one, then the undersigned jointly and severally) hereby agrees to be jointly liable with the Manager for the full performance of each and every covenant and provision of this contract on the Manager's part to be performed, including but not limited to the payment of all moneys due the Author hereunder.

.....

.....

N. B. Where the contract is signed by a corporate Manager, the officer signing should state his office, the corporate seal should be affixed. Where the officer signing for the corporation is other than the President, a certified copy of a resolution should be furnished showing the authority of the person signing so to sign.

Where the contract is signed by a partnership, all the partners should sign.

DRAMATIC PRODUCTION CONTRACT

Between

THE THEATRE GUILD, Inc.

and

MARGARET LANDON

For the production of

"ANNA AND THE KING OF SIAM"

DATED July 1944

(89)

THE DRAMATISTS' GUILD *of*
THE AUTHORS' LEAGUE OF AMERICA, INC.,
6 EAST 39TH STREET
NEW YORK, N. Y.

WILLIAM MORRIS AGENCY
INC
ROCKEFELLER CENTER
1270 SIXTH AVENUE
NEW YORK 20, N.Y.
TELEPHONE CIRCLE 7-2160

September 14, 1944

Mrs. Margaret London
2910 Brandywine Street N.W.
Washington, D.C.

Dear Margaret:

Thank you for your very nice note. I had a rather dull vacation, but a restful one and I feel one hundred percent better and really raring to get to work!

I'm sorry I didn't know that you had a birthday last week. Muriel just told me today. I do hope you had a happy one. You probably need a vacation very badly and getting away for a short time will do you a lot of good.

Will it be possible for me to see any part of the book? I'm so anxious to see the beginning, but don't rush yourself and don't send me anything with which you're not entirely satisfied.

As you know, Albert Schneider talked to me before he called you about ANNA and I really think that if we can make a motion picture deal with 20th Century-Fox for a good figure, that it ought to be done, unless the Theatre Guild comes through with something concrete this week. Albert gives me to understand that our Coast office got an offer of $75,000 from Darryl Zanuck, but I suggested yesterday, and we wired the Coast office accordingly, that we should try to get $100,000. It's possible, of course, that there could always be a motion picture sale at a later date, but if the book is tied up with the Theatre Guild and the option is taken up, there is that long chance that it might be a tremendously successful play, but it's all a gamble and after a year's waste of time, the play might be a flop which would effect the book's prestige as far as the motion picture companies are concerned.

Mrs. Margaret London -- cont'd.

I'll keep you advised as to our progress.

Charles Pearson, the lecture agent, called yesterday and told me he can get you lectures at $700 per lecture. You see, your price has gone up $150 in a month's time!

Muriel just told me about the Book and Author luncheon -- I think it's wonderful. Be prepared to be entertained while you're in New York and let me know how long you'll be here. We're trying to see whether we can get you on "Information Please" at the same time.

Best regards.

Sincerely,

Helen Strauss

HS:ed

I'm happy to hear
Kenneth is well again. H.

(896)

October 31, 1944

Dear Helen:

Since I returned to Washington, Kenneth and I have discussed with some thoroughness the problem of what to do with the dramatic rights of ANNA. According to established custom the practice of the movies and that of producers seems to be widely divergent.

The movies pay an author a stipulated sum in cash, irrespective of what they do with his book. Thus the success or failure of a picture does not affect an author's pocketbook, only his artistic sensibilities (which can endure a good deal for a hundred thousand dollars). The option system used by producers is in contrast a very cruel one. A book is taken off the market for a pittance. If a play is never made from it the author receives no compensation. Again, even if it is made into a play the author receives nothing worth mentioning unless the play is a success. In other words, an author is asked to gamble the whole future of his book without guarantee of any sort whatsoever. This doesn't make sense to me.

Of course it would be fun to gamble on a play. The stakes are high enough to give the procedure some real excitement (and perhaps that is why authors have never organized into some kind of a guild to force producers to treat them with more consideration). I know that for myself I could gamble in this way without regret, even if the play failed. However, there are several things that hold me back. Kenneth and I are buying a house and we both think it would be nice if ANNA paid for it. Then we have four children, one of whom will enter college next fall, and one the year after. Bill wants to be a doctor and it hardly needs to be said that that is an expensive type of education. In addition I feel a very real concern for my mother who will retire soon on an infinitesimal pension. All these things force me to be careful and to try to evolve some plan by which I can be sure that the dramatic rights for ANNA bring a return.

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Miss Lelburn said that the Guild had already been approached by the movies. I have read recently of a number of unconventional things being done. For instance, I have heard that the movies are putting money into certain plays which they have already bought in advance. And by the way, did you notice that MADAME CCA had been made into a play after the movie? I was told that was never done.

My considered judgment is that I should be happy to go ahead with the Guild if they could secure for me a promise of compensation irrespective of the success or failure of the play. In other words, if a movie company were sufficiently interested to guarantee me personally (not the Guild nor the playwright) a minimum advance of fifty thousand dollars as part payment for the movie rights, the full price to be decided now or later as seems desirable to the Guild, (then I should be glad to renew the Guild option.) In fact, I would go even further and reverse my decision on the basis-of-votes, (with which I liked personally and whose enthusiasm for the book seems an important factor) and say that they are acceptable to me even though I still do not think [redacted] is a very good play.

Miss Lelburn, I think, could arrange something of this sort if she wished to do so. She's a very clever person. If she rejects the suggestion theoretically, it will convince me not of her inability to do what I have outlined but of some latent uncertainty on her part as to the success of the play. And we might as well know how she feels at once. She is too fond of doing things in an unusual way to insist on the traditional pattern for the sake of the past, I'm sure. I think a proposition like this is a fair test of her belief in the future of AMA as a play.

It is possible that she will argue that she needs time to think the matter over. I should think she ought to have that, wouldn't you? At least a week in which to talk it over with the other directors of the Guild. This does not need to be down on paper.

And by the way, Albert will be interested to know that I have never been paid for September and October. Strange, isn't it?

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MARGARET MORTENSON LANDON

-to-

TWENTIETH CENTURY-FOX FILM CORPORATION

ASSIGNMENT

Re: "ANNA AND THE KING OF SIAM"

DATED, December 8th, 1944

TWENTIETH CENTURY-FOX FILM CORPORATION
LEGAL DEPARTMENT
444 West 56th Street
New York, N. Y.

(89c)

I. KNOW ALL MEN BY THESE PRESENTS, that, in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, MARGARET HOFFENBERG LANDAU (hereinafter referred to as the "Owner"), does hereby sell, grant, convey and assign to TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation (hereinafter referred to as the "Purchaser"), its successors and assigns, forever, all of the right, title and interest of the undersigned throughout the world, in and to the silent, sound, dialogue, talking motion picture and other rights (more fully described in paragraph II hereof) that the Owner has or may have in and to an original literary composition entitled "ANNA AND THE KING OF SIAM" (hereinafter referred to as the "literary property"), in relation to which the following facts are true and correct:

1. The name of the author of the said literary property is MARGARET HOFFENBERG LANDAU.

2. The literary property was first published in seven instalments in the magazine entitled "Life and the Americana" in the April, May, June, August, October, December, 1943, and the issue, 1944, issues of said magazine, and was

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copyrighted as part of the aforesaid respective issues of said magazine by and in the name of Asia Magazine, Inc., in the Office of the Register of Copyrights, Washington, D.C., the dates of publication and copyright registration numbers being as follows:

Issue	Date of Publication	Registration No.
April, 1943	March 23, 1943	B: 570324
May, 1943	April 20, 1943	B: [illegible]
June, 1943	May 20, 1943	B: 573519
August, 1943	July 22, 1943	B: 574191
October, 1943	September 23, 1943	B: 6015[illegible]
December, 1943	December 2, 1943	B: 6[illegible]
March, 1944	March 9, 1944	B: 6[illegible]

3. By instrument, dated July 11, 1944 and recorded in Volume 318, page 137, in the Office of the Register of Copyrights, Asia Magazine, Inc. assigned the copyright in the literary property to the Owner.

4. The literary property was thereafter published in book form by John Day Company, Inc., and was copyrighted by and in the name of the Owner under copyright date of June 29, 1944, Entry No. A:131[illegible], in said Register's Office.

5. A condensed version of the literary property, with the permission of the Owner, was published in the November, 1944, issue of [illegible].

6. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as herein specified.

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7. No motion picture or dramatic presentation of said literary property has been manufactured or presented, with the knowledge or consent of the Owner, and no motion picture or dramatic rights in the literary property have been granted by the Owner to others.

II. The Owner by this instrument intends to and does hereby sell, grant, convey and assign to TWENTIETH CENTURY-FOX FILM CORPORATION, its successors and assigns forever, all of the right, title and interest of the Owner throughout the world, in and to the following:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and licence the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, and for that purpose all or a part of the theme, text and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform, and [illegible] in connection with and copyright [illegible] literary property, and of the title and right to [illegible] the interpolation of new and [illegible] therein, and for said purpose to adapt and or make versions of said literary property, to add to and subtract from the literary property, change the language thereof, change the title of said literary property, the said title, or

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any of its elements, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register [illegible] copyrights in connection therewith, throughout the world.

(d) The sole and exclusive right to include in any version of said literary property musical noviotone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make noviotone musical comedy, noviotone operetta, noviotone operatic and/or dramatic musico noviotone versions of said literary property.

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the motion picture versions of said literary property produced pursuant hereto. The Owner specifically reserves to herself the right to broadcast the literary property by television direct from living actors; provided, however, that the Owner agrees that, for a period from the date hereof until eight (8) years after the date of general release of the first motion picture produced by the Purchaser based upon the literary property, or until ten (10) years after the date hereof, whichever period first expires, she will not exercise or grant the right to broadcast the literary property, or any part thereof, by television, or by any other device now known or hereafter to be devised by which the literary property may be reproduced visually and audibly [illegible] at the time of performance thereof and with living actors rendering the roles thereof. The Owner grants to the Purchaser the exclusive option to license, lease and/or sublease said reserved rights to broadcast the literary property by television from living actors, or otherwise, at the time, price and upon such terms as may be offered to the Owner by any

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(8th)

responsible prospective buyer and which shall be acceptable to the Owner. The Owner agrees to give the Purchaser notice by registered mail of any such bona fide and acceptable offer for any of said reserved rights, or interest therein, and the Purchaser shall have ten (10) days after receipt of such notice within which to [illegible] whether or not it will exercise its said option to acquire said rights, or interest therein, at the price and terms stated in said notice. In the event that the Purchaser shall not send to the Owner, within said ten (10) day period, notice by registered mail that it exercises its said option to acquire said reserved rights, or interest therein, its option with respect thereto shall thereupon terminate.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the production exhibition and/or distribution of any motion picture based on said literary property; provided that, in exercising said radio broadcasting rights, Purchaser shall not broadcast serially an entire photoplay produced hereunder. Except as herein stated, the Owner agrees that she will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of the first motion picture made by the Purchaser based upon the said literary property, or four years after the date hereof, whichever period first expires. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

(h) The right to publish, copyright or cause to be published and copyrighted in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers, house organs, fan magazines and/or small magazine booklets) synopses, novels and/or abridgements or novelizations of said literary property, not exceeding 7,500 words each, written from the said literary property or from any motion picture

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and/or television version thereof, with or without said accompaniment, produced, performed, released or exhibited pursuant hereto.

III. The Owner is delivering this assignment to the Purchaser simultaneously with the delivery by Owner to Purchaser of an agreement of even date herewith between the same parties covering all the terms and conditions of the grant by Owner to Purchaser of motion picture and allied rights in the literary property and this assignment is subject to all of the terms and conditions of the said agreement of even date herewith.

Dated, December 8, 1944.

Harold Montrose London
Harold Montrose London

~~STATE OF NEW YORK~~,
DISTRICT OF COLUMBIA : ss.
~~COUNTY OF NEW YORK.~~

On this 8th day of December, 1944, before me personally appeared HAROLD MONTROSE LONDON, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that she executed the same.

David Wendell
Notary Public

My commission expires [illegible]

(89-k)

No doubt there are actuarial figures to show what chance a play has of succeeding. I did not need them to understand the risk. I used to read the names of new plays opening in New York week after week, and week after week I read also the names of plays closing. I was taken to a number of first-nights, and read a few weeks later that the plays had closed. I came to believe that a stage play, so far as the author is concerned, is a hundred to one gamble, and the odds may be greater than that.

This can be clearly understood from the financial terms of the contract I had signed:

Royalties shall be on the following percentage basis:

Five prcent (5%) on the first Five thousand dollars ($5000) of gross weekly box office receipts;

Seven and one-half per cent (7-1/2%) on the next two thousand of gross weekly box office receipts:

Ten per cent (10%) of all gross weekly box office receipts in excess of seven thousand dollars ($7000.00)

However not nearly all of this money would be mine. The agreement stated further that, "The compensation of any dramatist so engaged shall be one-half of the Author's royalties, and one-half of the total Author's share of all subsidiary rights, and all payments to the Author will be reduced accordingly." Also to be subtracted were the ten per cent that would go to my agent. Furthermore, a large share of subsidiary rights of all kinds would belong to the Theater Guild even before the dramatist and I could divide our share of the melon. In my case these were to be as follows: TO THE GUILD belonged,

(a) Motion Picture	forty per cent (40%)
(b) Radio and Television	forty per cent (40%)
(c) Stage rights other than First Class	fifty per cent (50%)

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(d) Stock performances — fifty per cent (50%)

(e) Amateur performances — fifty per cent (50%)

(f) Musical comedy and operatta rights — Fifty per cent (50%)

(g) Grand opera based upon the play — fifty per cent (50%)

(h) Foreign language performances in the UnitedStates — fifty per dent (50%)

(i) Condensed and tabloid versions — fifty per cent (50%)

On the other hand my movie contract left me all the subsidiary rights, radio, television, even stage. It paid me a flat sum agreed upon in advance, and paid it at my convenience. But best of all the whole element of gamble went to Hollywood with the book. To anyone who could afford it the element of chance might have been an attraction, but to anyone like myself with two children ready for college the part of wisdom was to put firmly away the one to a hundred chance of a Broadway success and choose the sure return from Hollywood. For an author who has a choice Broadway is a glittering luxury, Hollywood is solid security.

Margaret Landers

AGREEMENT made and entered into this 20 day of April, 1950, by and between MARGARET MORTENSON LANDON, c/o WILLIAM MORRIS AGENCY, INC., 1270 Sixth Avenue, New York, N. Y., (herein called "Owner") and RICHARD RODGERS and OSCAR HAMMERSTEIN II (herein jointly called "Dramatists").

W I T N E S S E T H :

FIRST: The Owner represents and warrants:

(a) That she is the sole author of a book entitled "ANNA AND THE KING OF SIAM" (herein called "Book"); that said Book is original with her and has not been copied in whole or in part from any other work.

(b) That the following facts are true and correct with relation to said Book:

1. The Book was first published in seven installments in the magazine entitled "Asia and the Americas" in the April, May, June, August, October, December, 1943, and the March, 1944 issues of said magazine, and was copyrighted as part of the aforesaid respective issues of said magazine by and in the name of Asia Magazine, Inc., in the Office of the Register of Copyrights.

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Washington, D.C., the dates of publication and copyright registration numbers being as follows:

Issue	Date of Publication	Registration No.
April, 1943	March 23, 1943	B:579224
May, 1943	April 20, 1943	B:582682
June, 1943	May 20, 1943	B:586512
August, 1943	July 22, 1943	B:594181
October, 1943	September 28, 1943	B:601519
December, 1943	December 2, 1943	B:609281
March, 1944	March 9, 1944	B:621567

2. By instrument, dated July 11, 1944 and recorded in Volume 543, page 167, in the Office of the Register of Copyrights, Asia Magazine, Inc. assigned the copyright in the Book to the Owner.

3. The Book was thereafter published by JOHN DAY COMPANY, INC., and was copyrighted by and in the name of the Owner under copyright date of June 29, 1944, Entry No. A:181540, in said Register's Office.

4. A condensed version of the Book, with the permission of the Owner, was published in the November, 1944 issue of Reader's Digest.

5. No other copyright has been effected, nor has any other registration relating to copyright

(9)

protection been made, excepting as herein specified.

6. No motion picture or dramatic presentation of said Book has been manufactured or presented, with the knowledge or consent of the Owner, and no motion picture or dramatic rights in the Book have been granted by the Owner to others, except a motion picture that was heretofore made and released by TWENTIETH-CENTURY FOX FILM CORPORATION pursuant to and under the terms of a contract made by and between the Owner and TWENTIETH-CENTURY FOX FILM CORPORATION, dated December 8, 1944, and except that single radio broadcasts have been heretofore given.

(c) That she is the sole owner throughout the world of all rights in said Book, except only the rights to publish the Book granted to JOHN DAY COMPANY, INC., pursuant to contract bearing only the date 1942, between the Owner and said JOHN DAY COMPANY, INC., and the rights granted to TWENTIETH-CENTURY FOX FILM CORPORATION pursuant to contract dated December 8, 1944, above referred to; that she has full warrant and authority to grant the rights granted hereunder and that she has not heretofore granted, assigned, encumbered or otherwise disposed of any right, title or interest in and to the said Book or any of the

rights granted hereunder, similar, adverse to or inconsistent therewith, or by which any of the said rights or the full enjoyment or exercise thereof hereunder might be diminished, encumbered or impaired.

(d) That the Book does not infringe upon the copyright of any other work or violate any other rights of any person, firm or corporation and that no claim has been made against her to such effect.

SECOND: The Owner hereby grants and assigns to the Dramatists the entire, complete and exclusive rights

(a) to dramatize the Book and prepare, compose and write a musical play (which musical play, including the lyrics and music thereof, is hereinafter referred to as the "Play") based upon and utilizing the said Book;

(b) to produce and present, or cause to be produced and presented, the Play on the speaking stage throughout the world;

(c) to make, perform, produce, use, sell, publish, lease, or otherwise dispose of, and deal in the Play and any dramatic motion picture, radio, television or other version and adaptation thereof, and to exercise all rights therein of every kind and nature, now known or hereafter ascertained, and to authorize and permit others so to do for any

and all purposes and by any and all means, subject only to the rights granted to [illegible] FOX FILM CORPORATION pursuant to the contract of December 8, 1944 hereinabove referred to.

THIRD: In full consideration for the rights granted hereunder to the Dramatists and the representations and warranties made hereunder, the Dramatists agree to pay or cause to be paid to the Owner, and the Owner hereby agrees to accept, the following:

(a) The sum of FIFTEEN HUNDRED DOLLARS ($1500.00) upon the execution and delivery of this agreement, the receipt whereof is hereby acknowledged by the Owner as an advance, not returnable in any event, to be applied against and deducted from the sums payable to the Owner pursuant to subdivisions "(b)" and "(c)" of this Article.

(b) A sum equal to ONE PERCENT (1%) of the weekly gross box office receipts derived from the exhibitions and presentations of the Play by first-class companies in the United States, Canada and Great Britain.

(c) A sum equal to TEN PERCENT (10%) of the net royalties, net proceeds and net monies (which term as used herein shall mean the sums remaining after deducting commissions not exceeding TEN PERCENT (10%), or in the case of amateur rights not exceeding THIRTY PERCENT (30%) to any agent or other representative of the Dramatists,) received by Dramatists from the sale, lease, or other disposition of any and all other rights including publication rights, in the Play, except as otherwise hereinafter provided in this Article "THIRD".

Notwithstanding anything to the contrary contained in subdivision "(c)" of this Article "THIRD", it is expressly agreed as follows:

1) As to the motion picture rights and allied rights in the Play as defined in and conveyed under the aforesaid agreement with TWENTIETH-CENTURY FOX FILM CORPORATION, dated December 8, 1944) including the re-sale, re-lease, or any other disposition or exercise of any such rights in the original book which may hereafter be reacquired by the Dramatists from said TWENTIETH-CENTURY FOX FILM CORPORATION, the Owner shall not be entitled to receive any percentage or shares of any monies or proceeds derived by the Dramatists therefrom.

2) As to publication, musical reproduction, synchronization and small performing rights in the music and lyrics contained in the Play, or any other use of whatsoever kind or nature of the separate musical compositions in the Play for motion picture, radio, television purposes or otherwise, (whether or not as part of a performance or reproduction of the Play) any monies or sums which the Dramatists shall receive from any of said uses, shall be retained by the Dramatists without accounting for or paying any share thereof to the Owner, and the Owner shall not receive any compensation, percentage, or other form of proceeds therefrom.

If the Dramatists are the producers of any first-class presentations of the Play, they agree that as box office receipts, or any part thereof are received by them, they will hold in trust for the Owner the ONE PERCENT (1%) thereof agreed to be paid the Owner hereunder until said monies are

turned over to the Owner, and the trust nature of said funds shall not be questioned whether or not said funds are physically segregated. If the Dramatists are not the producers of any first-class stage presentation of the Play, they agree that as royalties are received by them based upon said first-class stage presentation, they will out of said royalties hold in trust for the Owner, until paid over to her, an amount equal to ONE PERCENT (1%) of the weekly gross box office receipts upon which said royalties were based and the trust nature of said funds shall not to questioned whether or not said funds are physically segregated. If monies are received by the Dramatists from any of the sources referred to in (c) hereof, the Dramatists agree to hold in trust for the Owner, the share thereof agreed to be paid to the Owner, and the trust share of said funds shall not to questioned whether or not said funds are physically segregated. Simultaneously with or subsequent to the making of any and all contracts in connection with the Play, the Dramatists will, if requested in writing so to do by the Owner, assign to the Owner the share of monies herein agreed to be paid to the Owner, and if said request is made prior to the making of any such contract, the Dramatists will procure from the other party to such contract an agreement to make payments

directly to the Owner pursuant to said assignment.

FOURTH: The Dramatists shall have the right to have the free and unrestricted right to use, adapt, change, re-arrange, interpolate in, transpose, add to and subtract from the said Book, its situations, language, plot, theme, characters, dialogue, title or otherwise, and to interpolate and include therein songs, lyrics and music, all as the Dramatists may determine in their sole discretion.

FIFTH: The Play and any and all rights therein of every kind and nature, now known or hereafter ascertained, together with the copyright and renewal copyright thereof, shall, subject to the provisions of Article "FOURTEENTH" hereof, become and remain the sole, complete, exclusive and absolute property of the Dramatists.

SIXTH: The Dramatists agree to complete the writing of the Play and to deliver a copy thereof to the Owner within twelve (12) months from the date of this agreement. The Owner, if she so desires, may make suggestions with respect to the Play for consideration by the Dramatists, and the Dramatists agree to give due consideration to such suggestions, it being expressly understood and agreed, however, that such suggestions shall in no way interfere with the rights granted to the Dramatists under paragraph "FOURTH" hereof and elsewhere in this Agreement, and that the Dramatists shall be free to accept or reject such suggestions in their sole discretion without any resulting liability. The Dramatists further agree to produce or present, or cause to be produced and presented,

the said Play upon the regular speaking stage in the United States of America or Canada by a manager selected by the Dramatists not later than eighteen (18) months from the date of this agreement, pursuant to a production contract in the form and upon the terms and conditions to be determined by said manager and the Dramatists, provided, however, that if the Play shall not be so produced within the said eighteen (18) month period, said period shall be extended for an additional period of six (6) months upon the payment to the Owner of an additional advance of ONE THOUSAND DOLLARS ($1,000.00) prior to the expiration of the aforesaid eighteen (18) months, if the Dramatists so elect, which advance shall be treated in the same manner as provided with respect to the advance payable pursuant to Article "THIRD", subdivision "(a)" hereof.

SEVENTH: If the Play shall be produced and presented upon the speaking stage in the manner and within the time hereinabove specified, then and in such event, the Book and all rights of every kind and nature therein, except all the publication rights of the original Book, shall be deemed merged in the Play as part thereof, to the same extent as though the Play and the Book were one single work, and the Dramatists shall, as their respective interests may appear, have the same rights in the Book as acquired hereunder in the Play, together with the right to make and enter into any and all contracts and to exercise all rights and privileges with respect

H.H.K.

04.

RIDER ATTACHED TO AND FORMING PART OF ARTICLE NINTH

Subject to the provisions of this Article NINTH and as elsewhere provided in this agreement, and subject to the contract between the Owner and Twentieth Century Fox Film Corporation, dated December 8, 1944, the Owner reserves the television rights in the Book, which reservation, however, shall not impair the ownership and the full and free exercise by the Dramatists of television rights in the Play.

thereto without the necessity of obtaining the consent, approval or signature of the Owner. The Dramatists shall deliver to the Owner true and complete copies of all agreements entered into by the Dramatists relating to the exercise of rights granted to them hereunder in respect of which the Author is entitled to share in the proceeds therefrom. All such agreements shall be made in good faith and upon terms and conditions no less favorable to the Dramatists than those secured by authors of plays of comparable character and quality.

EIGHTH: All agreements made by the Dramatists relating to the production and presentation of the Play and exercise of any rights therein shall provide that in all programs, houseboards and advertising and publicity issued by or under the control of the licensee or grantee of the Dramatists, the Owner's name shall appear wherever the Dramatists' name shall appear (except in ABC daily ads), and the Owner shall receive authorship credit directly underneath the name of the Dramatists substantially as follows:

"Based upon the novel entitled ANNA AND THE KING OF SIAM" By Margaret ~~Landon~~ Landon."

The name of the Owner shall appear in size of type at least Sixty Percent (60%) of the size of the names of the Dramatists.

NINTH: During the term of this agreement, the Owner agrees not to sell, assign or otherwise dispose of or exercise any rights of whatsoever kind or nature in the Book

or perform or do any act with respect thereto which may in any way impair, diminish or interfere with the full exercise and enjoyment of the rights granted hereunder, provided, however, that with respect to television rights, the Owner agrees not to exercise or authorize the exercise of such television rights in the original book or any part thereof or any versions thereof prior to the expiration of two (2) years (hereinafter called "the television rights restricted period") following the termination of the Manager's production rights in the Play (as determined by Section 8 of Article I and Section 10 of Article XIII of the Supplemental Provisions annexed to the form of Dramatico-Musical production Contract recommended by the Dramatists Guild of The Authors League of America, Inc. in use on the date of execution of this Agreement). Such television rights restricted period may, at the option of the Dramatists, be extended for additional consecutive periods of one (1) year each upon the payment to the Owner, at the election of the Dramatists, of ONE THOUSAND DOLLARS ($1,000.00) for each such one (1) year extension, it being understood, however, that if and when the payments made under this provision shall total TEN THOUSAND DOLLARS ($10,000.00), such television rights restricted period shall be automatically extended in perpetuity without further payment of any kind. All payments under this provision shall be made not later than thirty (30) days after the commencement of the yearly extension period to which it applies; however, the Dramatists may, at their election, prepay

at any time, any amount in multiples of ONE THOUSAND DOLLARS ($1,000.00) to cover any one or more anticipated yearly extension periods, but in no event shall the Dramatists be obligated to pay more than the sum of TEN THOUSAND DOLLARS ($10,000.00), as hereinabove provided.

TENTH: Except upon the happening of the contingencies provided for in Article "FOURTEENTH" hereof, the term of this agreement shall be for the period of the original term of copyright in the Play and all renewals and extensions thereof.

ELEVENTH: The parties hereto agree to do and perform any acts and execute any and all documents that they may deem necessary to carry out and effectuate the purposes and intent of this agreement.

TWELFTH: Nothing herein contained shall prevent the Dramatists from acting as the Producer or Manager of the Play, or being associated in any way with the production of the Play, and the Owner shall not be entitled to any share of any monies received by the Dramatists by reason thereof.

THIRTEENTH: Nothing herein contained shall prevent the Dramatists from rendering any additional services in connection with the production of the Play or the exercise of any rights therein or from receiving compensation therefor. However, the Dramatists shall not impose as a condition for the production of the said Play, or the

exercise of any rights therein or from receiving compensation therefor. Any and all compensation so paid or received by the Dramatists for such services shall at all times be their sole and exclusive property, and the Owner shall not be entitled to any share or percentage thereof.

FOURTEENTH: If the Dramatists shall fail to complete the writing of the Play within the time specified herein, or shall fail to produce, or cause to be produced, the play within the time and in the manner specified herein, then upon the happening of either of such events, all rights granted hereunder to the Dramatists shall cease and terminate and shall automatically revert to the Owner; and thereupon the Owner and Dramatists shall be released and discharged from any further liability or obligation to the other except as otherwise expressly provided in this Article "FOURTEENTH". Upon the termination, neither the Owner nor the Dramatists shall have any right, title or interest in the aforesaid Play written by the Dramatists, nor any right to use or authorize

the use of the same, except, however, that any and all music, lyrics (whether or not taken from or suggested by the book) and musical compositions written and composed for the said Play shall remain the sole and absolute property of the Dramatists, as their respective interests may appear, with the free and unrestricted right to make any use or disposition thereof as they may desire, free from any claim by the Owner. It is expressly understood and agreed, however, that Owner shall have the right to make, or cause to be made, a new dramatization or dramatizations of the book, and to freely use, sell, deal in and dispose of said book, and any such dramatizations, and to exercise and authorize others to exercise any and all rights therein, all as the Owner may desire, in Owner's sole discretion, free from any claim or interference by Dramatists. Provided, however, that if Owner shall make or cause to be made any dramatization of the said book, Dramatists' right, if any, to assert any claim or institute any proceedings for plagiarism, or otherwise, shall be governed and restricted to the following provisions:

Neither Dramatists, nor any assignee or licensee of Dramatists, or anyone claiming by, through, or under Dramatists, shall have or assert any claim, demand or

cause of action, or institute or maintain any action, suit or proceeding at law or in equity, for or by reason of any alleged plagiarism or infringement of Dramatists' dramatization against Owner or any of Owner's heirs, executors, administrators, distributees, assigns or licensees or anyone claiming any rights by, through or under Owner. Dramatists' right to assert any such claim arising out of any such alleged plagiarism or infringement shall be limited to a claim against Owner, to be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, before three (3) arbitrators to be selected in accordance with such rules. The power of such arbitrators, in deciding any such claim or controversy, shall be limited to the making of (1) a finding as to whether or not such plagiarism has occurred and if in the affirmative, the degree of such plagiarism; and (2) an award fixing damages not to exceed thirty-three and one-third percent (33-1/3%) of Owner's share of any proceeds received from the sale, lease or other disposition of such new dramatization. If an award is made in favor of the Dramatists, the Owner and all parties claiming through her, shall continue to have the right to use said infringing material taken from the dramatization without any further liability to the Dramatists.

In determining whether or not any plagiarism has occurred, the arbitrators shall be required to take into consideration the fact that any such new dramatization of the aforesaid Book will necessarily and naturally contain material, situations, incidents, treatment, plot, characters, sequence of events and dialogue similar to Dramatists' dramatization as to the result of dramatizing the Book, and no award shall be made in favor of the Dramatists unless such arbitrators shall first find that (1) such matter does not necessarily and naturally emanate from the said Book and (2) has been unlawfully copied from Dramatists' dramatization.

Nothing contained in this paragraph shall be construed to recognize or grant to Dramatists any right to assert any claim or to increase or augment any claim which may be asserted by Dramatists for plagiarism or otherwise, it being the sole and express purpose hereof to relieve Owner and any other person, firm or corporation claiming through, by, or under Owner, of any liability or obligation or of the threat of or any actual injunction, action, suit or proceeding, at law or in equity, to prevent, interfere with or impair the full exercise and enjoyment of any of Owner's right or rights acquired by any such person, firm or corporation, and to further render any such claim

by Dramatists subject to arbitration only and to limit the relief to damages only and not otherwise and the maximum thereof as hereinabove specified.

REPRESENTS: The Owner acknowledges that WILLIAM MORRIS AGENCY, INC. (hereafter referred to as "Agent") has acted as her agent in the consummation of this contract, and she therefore agrees as follows: That so long as the Owner has any rights under this agreement or any extensions or renewals hereof or under any agreements in substitution hereof, and so long as the Agent continues to render the services customarily rendered by Play Agents (which the Agent hereby agrees to do, as is evidenced by its signature at the bottom hereof) the Agent shall be the sole and exclusive agent of the Owner with respect to the Owner's interest hereunder and the Owner's interest in the subject matter of this agreement, with the sole power to deal therewith. As such Agent, the Agent shall be entitled to receive TWENTY PERCENT (20%) of any monies paid to the Owner under Article "THIRD (c)" hereof for the amateur rights of the Play and TEN PERCENT (10%) of all other monies payable to the Owner under the provisions of Article "THIRD" hereof. All payments to the Author hereunder shall be made to the Agent which shall be the equivalent to payment to the Author, and all such payments shall be accompanied by Box Office Statements or other appropriate statements covering the transaction out of which it arises. Royalties and all other sums payable to the Author hereunder shall be paid to the Author at or about the same time as they are paid to the Dramatists.

-17-

Most under section (E) of Article [illegible]

SIXTEENTH: In the event of any dispute arising under, out of, or in connection with the within agreement or Play, or the breach of this agreement, the same shall be determined by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association, in force at the time, and any award rendered as a result thereof shall be final and conclusive upon the parties, and judgment thereon may be entered in the highest court of the forum, (State, Federal or otherwise) having jurisdiction; provided that such arbitration shall be held before a single arbitrator, and that if the parties shall fail to select an arbitrator within seventy-two (72) hours after either party shall have given the other written notice of demand for arbitration, the arbitrator shall forthwith be selected by the American Arbitration Association, and the arbitration may thereafter be held upon seventy-two (72) hours' notice, given by the American Arbitration Association to the other parties.

SEVENTEENTH: This agreement constitutes the entire understanding between the parties hereto, and no warranty, representation, inducement or agreement, not herein

contained, shall be binding upon the parties hereto. This agreement shall at all times be interpreted, pursuant to the laws of the State of New York, irrespective of the laws of the place of execution or performance hereunder and shall be binding upon the executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Margaret Mortenson Landon
MARGARET MORTENSON LANDON

RICHARD RODGERS

OSCAR HAMMERSTEIN II

AGREED TO, insofar as the provisions of Paragraph "FIFTEENTH" are concerned:

WILLIAM MORRIS AGENCY

By Leon Kellman

(111)

ESTABLISHED 1898

WILLIAM MORRIS AGENCY
INC
1740 BROADWAY
NEW YORK 19, N.Y.
TELEPHONE JUDSON 6-5100

December 30, 1957

Mrs. Kenneth P. Landon
4711 Fulton Street, N.W.
Washington, D. C.

Dear Margaret:

According to our Legal Department, I believe the following is the complete information you wanted concerning television rights to THE KING AND I.

"Mrs. Landon's contract with Rodgers & Hammerstein, dated April 20, 1950 provides that Rodgers & Hammerstein receive the exclusive right to use and dispose of all rights in the musical play, including the television rights. They are to pay Mrs. Landon 10% of the net proceeds from all use of said play (other than first class productions as to which the 1% of the gross weekly box office receipts was paid). The term "net" means the gross proceeds after deducting commissions not exceeding 20% on amateur stage rights and 10% on all other rights, for any agent or representative Rodgers & Hammerstein may use in connection with the disposition of the rights concerned. Therefore, Mrs. Landon will receive such 10% of the net proceeds which Rodgers & Hammerstein may receive if and when they put the play on television.

"The contract provides that the television rights in the book are reserved by Mrs. Landon, but she cannot use them for two years after the termination of Rodgers & Hammerstein's "production rights in the play (as determined by Section 8 of article I and Section 10 of Article XIII of the Supplemental Provisions annexed to the form of Dramatico-Musical Production Contract recommended by the Dramatists Guild of the Authors League of America, Inc. in use on the date of execution of this agreement)."

"The contract gave Rodgers & Hammerstein the right to extend such two-year restrictive period from year to year for ten years by paying $1,000 for each year of such extension, with each such payment to be made within 30 days after the commencement of the yearly extension period to which it applies. If such yearly payments total $10,000 the restriction becomes perpetual. (Such

DX 35

Mrs. Kenneth P. London December 30, 1957

$10,000 can be paid in any amount or amounts. For example, next year Rodgers & Hammerstein can pay $9,000, which, plus the $1,000 which was paid, would give them the benefit of a perpetual restriction on the reserved television rights.)"

I hope the foregoing answers your questions. If there is anything else you'd like to know, please don't hesitate to call on me.

Let me know when it will be convenient for you and Kenneth to see me in Washington.

My best to you and yours for the New Year.

As ever,

HELEN STRAUSS

HS:af

(113)

DX 36

NEW YORK BEVERLY HILLS CHICAGO LONDON PARIS ROME

ESTABLISHED 1898

WILLIAM MORRIS AGENCY
INC.
1740 BROADWAY
NEW YORK 19, N.Y.
TELEPHONE JUDSON 6-5100

December 6, 1957

Mrs. Kenneth P. Landon
4711 Fulton Street, N.W.
Washington, D. C.

Dear Margaret:

Our attorney and I have been going over the Rodgers & Hammerstein contract, and it may take a couple of days before I can get back to you regarding the clauses and your situation concerning TV rights. I should have this out of they way in the next couple of days, at which time I'll give you a complete breakdown.

In the meantime, I've informed Rodgers & Hammerstein's attorneys that we'll get back to them shortly.

My best to you and Kenneth.

As ever,

HARRY STRAUSS

HS:af

(113a)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARGARET M. LANDON,

Plaintiff,

v.

TWENTIETH CENTURY-FOX FILM CORPORATION and COLUMBIA BROADCASTING SYSTEM, INC.,

Defendants.

Civil Action No. 2306-72

FILED
OCT 24 1973
JAMES F. DAVEY
CLERK

PLAINTIFF'S SECOND REQUEST
FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, plaintiff requests that defendant Twentieth Century-Fox Film Corporation respond within 30 days to the following request:

That defendant Fox produce and permit plaintiff to inspect and copy any of the following documents which are in defendant Fox's possession, custody or control:

(A) The following agreements between Fox and the parties indicated relating to the purchase of rights in the literary property indicated on or about the date indicated:

1. C. Douglass Welch, WE GO FAST?, January 27, 1941.
2. Joseph Schrank, LAZY GALAHAD, February 11, 1941.
3. Vicky Daumb, Ladislas Foudor, Guy Trosper, BETWEEN YOU AND ME, March 20, 1941.
4. Daisy Robinson Jefferson, RIP VAN WINKLE, August 8, 1941.
5. Mary A. Sture-Vasa ("Mary O'Hara"), MY FRIEND FLICKA, December 27, 1941.
6. Frederick D. Glidden ("Luke Short"), SUNSET GRAZE, January 23, 1942.

7. Raymond Chandler, BRASHER DOUBLOON, May 5, 1942.

8. Franz Werfel, SONG OF BERNADETTE, June 3, 1942.

9. W. R. Wilkerson, THREE CHEERS, July 9, 1942.

10. Jan Henrik Marsman, I ESCAPED FROM HONG KONG, July 27, 1942.

11. Helen Deutsch, THE LAST BEST HOPE, August 20, 1942.

12. Leonard Lee, BOMBER'S MOON, September 10, 1942.

13. Quentin Reynolds, ONLY THE STARS ARE NEUTRAL, October 20, 1942.

14. MacKinlay Kantor, HAPPY LAND, November 23, 1942.

15. Philip Dunne and Charles E. McCarthy, MR. BULLFINCH TAKES A WALK, November 30, 1942.

16. Matthew Josephson, VICTOR HUGO, December 3, 1942.

17. Sidney L. James, TORPEDO SQUADRON 8, December 8, 1942.

18. Jay Dratler, THE GRAND STREET BOYS, December 21, 1942.

19. Clare Boothe Luce ("Clare Boothe"), STORY OF CHINA, December 30, 1942.

20. Jack Grant, THE INCIDENT OF THE COLORED PETTICOATS, January 20, 1943.

21. Wilkerson, W. R., THE SENATOR FROM NEBRASKA, February 9, 1943.

22. Michael Uris, PARIS, TENNESSEE, April 2, 1943.

23. Victoria Wolf, TRUTH IN DEMAND, April 27, 1943.

24. Ralph Dietrich, MIDINETTE, May 7, 1943.

25. Morrie Ryskind, Siegried M. Herzig, WHERE DO WE GO FROM HERE?, June 28, 1943.

26. Martha Dodd (Martha Dodd Stern) and William Dodd, Jr., AMBASSADOR DODD'S DIARY & THROUGH EMBASSY EYES, July 1, 1943.

27. Vera Caspary and George Sklar, LAURA, July 14, 1943.

28. Richard English and Edward Haldeman, THE KING OF SWING, August 2, 1943.

29. John Nesbitt, DEATH AND TAXES, August 10, 1943.

30. David Diamond ("Richard Davis"), LAREDO, August 19, 1943.

31. Charles Belden, MERRILY WE ROLL ALONG, October 9, 1943.

32. Damon Runyon, BLOODHOUNDS OF BROADWAY, October 18, 1943.

33. Martha Chearens, EACH IN HIS WAY or SUNDAY DINNER FOR A SOLDIER, October 26, 1943.

34. David Boehm, TOO MANY WIVES, December 8, 1943.

35. Edward Brand, RIP GOES TO WAR, December 23, 1943.

36. Leonard Spigelgass, NO PLACE LIKE HOME, April 1, 1944.

37. Coles Trapnell and James B. Fisher, THIS IS THE LAW, October 12, 1944.

38. Albert Manheimer and Luisa Maria Alvarez, THE DAYS ARE DARK, October 13, 1944.

39. Mary A. Sture-Vasa ("Mary O'Hara"), GREEN GRASS OF WYOMING, MY FRIEND FLICKA, and THUNDERHEAD, July 10, 1945.

40. William Inge, BUS STOP, March 29, 1955.

(B). An "analysis" by Fox's legal department of the December 8, 1944 assignment between Fox and plaintiff and which was physically attached to the assignment when it was identified as defendant's exhibit 28 during plaintiff's deposition on October 12, 1973, but which was subsequently withheld.

It is requested that the documents referred to above be produced at the office of defendant Fox's attorneys, Rogers & Wells, 1666 K Street, N. W., Washington, D. C. 20006 on November 23, 1973 at 10:00 a.m.

Respectfully submitted,

Mitchell Rogovin

James A. Dobkin

Stephen M. Sacks

1229 Nineteenth Street, N.W.
Washington, D. C. 20036
(202) 872-6700

Herbert A. Fierst

607 Ring Building
Washington, D. C. 20036
(202) 331-8174

Of Counsel:

ARNOLD & PORTER
1229 Nineteenth Street, N.W.
Washington, D. C. 20036

Dated: October 24, 1973

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Plaintiff's Second Request for Production of Documents was delivered by hand this 24th day of October, 1973, to Anthony F. Essaye, Esquire, 1666 K Street, N. W., Washington, D. C. 20006, Attorney for Defendants.

James A. Dobkin

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARGARET M. LANDON, Plaintiff,	)	
v.	)	Civil Action No. 2306-72
TWENTIETH CENTURY-FOX FILM CORPORATION and COLUMBIA BROADCASTING SYSTEM, INC. Defendants.	)	

DEFENDANT TWENTIETH CENTURY-FOX FILM CORPORATION'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL PRODUCTION OF DOCUMENTS

On November 29, 1973, defendant Twentieth Century-Fox Film Corporation (hereinafter referred to as "Fox") filed with the Court its response and objections to Plaintiff's Second Request for Production of Documents and an accompanying memorandum of points and authorities in support thereof. On December 11, 1973, Plaintiff filed a motion to compel production with a supporting memorandum. Pursuant to local rule 1-9(d) this memorandum is submitted by Fox in response to plaintiff's memorandum and in further support of Fox's objections to production of the documents in issue.

I.

PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES CONFIRMS THAT THE DOCUMENTS DESIRED ARE IRRELEVANT AND SHOULD NOT BE REQUIRED TO BE PRODUCED

As set forth in Plaintiff's Second Request for Production of Documents, the documents in issue are some forty contracts entered into by Fox with other persons not parties to this litigation, involving the acquisition of rights to

literary property not involved in this litigation, which occurred at other times and under other circumstances from those present with respect to the 1944 Agreement between plaintiff and Fox (hereinafter referred to as "the 1944 Agreement") in issue in this case. It is nevertheless plaintiff's contention in the memorandum supporting her motion that these documents are relevant in determining the meaning of the 1944 Agreement. This contention, it is submitted, is without foundation for the following reasons:

A. The meaning of a contract must be determined from its own wording unless it is determined to be ambiguous or vague.

It is a well established principle of contract law that the meaning of a contract must be determined solely from its own wording without resort to parol evidence or extrinsic circumstances unless it is determined that it is so ambiguous or vague in its terms that its meaning simply cannot be derived in this manner. Simpson Bros. v. District of Columbia, 179 F. 2d 430, 434 (D.C. Cir. 1949), cert. den. 338 U.S. 911 (1950).

In this regard, it has also been held that in construing a contract the duty of the court is to determine what the contract is and not to make a new one for the parties. Chicago & N.W. Ry. Co. v. Chicago Packaged Fuel Co., 195 F. 2d 467, 470 (7th Cir.), cert. den. 344 U.S. 832 (1952). Tennessee Gas Transmission Co. v. Bayles, 74 F. Supp. 258, 261 (W.D.La. 1947).

Here Fox submits that the 1944 Agreement sets forth clearly the rights in the literary property that were granted or retained by plaintiff. In this regard, we need advert only to the directly pertinent clauses granting rights to Fox: 1/

1/ The full text of these sections is as follows:

"(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(footnote 1 continued)

To begin with, Fox was granted under sections (a) through (c) of Article First of the 1944 Agreement the sole and exclusive right to make an unlimited number of motion picture versions of "Anna and the King of Siam" (hereinafter referred to as "the literary property"). Thus, in particular, subsection (c) of Article First provides in pertinent part that Fox shall have "the sole and exclusive right to make, produce...and generally deal in and with and copyright motion picture versions of said literary property". Further, Fox was conferred, under the same subsection (c) of Article First, broad rights to vary and alter the nature of its motion picture

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1/ (footnote 1 continued)

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the theme, text and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical members therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) The sole and exclusive right to include in any version of said literary property musical movietone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

versions and the degree to which they might depart from the literary property. Thus, the rights conferred included the right "to adapt one or more versions of said literary property", the right to "add or subtract from" it, the right to use the title or components of the title of the literary work" in connection with works or motion pictures wholly or partially independent of said literary property", the right to "change the characters...[and] the description of the said characters", and the rights to make "new versions", "adaptions" and "sequels".

Further, section (f) of Article First grants Fox "the sole and exclusive right to broadcast by means of...television...any of the motion picture versions of said literary property". This subsection then reserves in plaintiff the right "to broadcast the literary property by television direct from living actors", with a first option being provided to Fox to purchase these rights.

1/ (footnote 1 continued)

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the motion picture versions of said literary property produced pursuant hereto. The Owner specifically reserves to herself the right to broadcast the literary property by television direct from living actors; provided, however, that the Owner agrees that, for a period from the date hereof until eight (8) years after the date of general release of the first motion picture produced by the Purchaser based upon the literary property, or until ten (10) years after the date hereof, whichever period first expires, she will not exercise or grant the right to broadcast the literary property, or any part thereof, by television, or by any other device now known or hereafter to be devised by which the literary property may be reproduced visually and audibly for an audience not present at a performance thereof and with living actors speaking the roles thereof. The Owner grants to the Purchaser the exclusive option to license, lease and/or purchase said reserved rights to broadcast the literary property by television from living actors, or otherwise, at the same price and upon such bona fide terms as may be offered to the Owner by an responsible prospective buyer and which shall be acceptable to the Owner. The Owner agrees to give the Purchaser notice by registered mail of any such bona fide and acceptable offer for any of said reserved rights, or interest therein, and the Purchaser shall have ten (10) days after receipt of such notice within which to decide whether or not it will exercise its said option to acquire said rights, or interest therein, at the price and terms stated in said notice. In the event that the Purchaser shall not send to the Owner, within said ten (10) day period, notice by registered mail that it exercises its said option to acquire said reserved rights, or interest therein, its option with respect thereto shall thereupon terminate.

Next, under section (g) of Article First, Fox received rights to broadcast by radio "portions of said literary property, or the motion picture version or versions thereof". However, the same section provided that Fox could not "broadcast [by radio] serially an entire photoplay produced" under the agreement.

Finally, under section (h) of Article First, Fox received the right to publish "in any form or media" synopses, revised versions and/or abridged versions of the literary property not exceeding 7,500 words each. This section further provides that these published versions can be "adapted from the said literary property or from any motion picture and/or television version thereof."

1/ (footnote 1 continued)

(g) The right to broadcast by means of radio processes, protions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any motion picture based on said literary property, provided that, in exercising said radio broadcasting rights, Purchaser shall not broadcast serially an entire photoplay produced hereunder. Except as herein stated, the Owner agrees that she will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of the first motion picture made by the Purchaser based upon the said literary property, or four years after the date hereof, whichever period first expires. This restriction on broadcasting, however, shall not in anyway affect or restrict the rights on television herein granted

(h) The right to publish, copyright or cause to be published and copyrighted in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses, revised and/or abridged versions of said literary property, not exceeding 7,500 words each, adapted from the said literary property or from any motion picture and/or television version thereof, with or without sound accompaniment, produced, perform released or exhibited pursuant hereto.

From the above, it can be seen that the grant provisions of the 1944 Agreement are specific and detailed, and that they are capable of interpretation by the court without the necessity for resort to extraneous circumstances such as the provisions of other contracts.

Moreover, the meaning of reservations similar to that made by plaintiff in her reservation of the right to televise "direct from living actors" have been considered by other courts without turning to contracts other than the one containing the clause that was in direct issue in the case. Thus, in Wexley v. KTTV, Inc. 108 F. Supp. 558, (S. D. Cal. 1952), aff'd, 220 F. 2d 438 (9th Cir. 1955), the trial court considered the meaning of certain reservations of rights made by plaintiff in a literary property sales agreement. These reservations included "television rights unaccompanied by a visual representation of the play" and "the right to transmit or otherwise make audible and visible performances of the said play direct from living actors in a place other than that in which the actors are physically present". 108 F. Supp. at 559. In finding that these and other reservations did not preclude the defendant from showing on television a motion picture version of plaintiff's play, the court in its opinion reviewed the agreement and construed the meaning of the above quoted terms from the agreement itself and without resort to other agreements or similar extraneous circumstances. Id. at 559-60. Its opinion was affirmed by the Circuit Court, 220 F. 2d at 438.

Similarly, in Goodis v. United Artists Television, Inc., 425 F. 2d 397 (2nd Cir. 1970), a literary property sales agreement was involved which, among other things, included a reservation by the plaintiff of the right "to broadcast said writings by television from performances by living actors."

An issue before the Circuit Court was "whether this particular television series could be produced under this particular contract." 425 F. 2d at 404. Chief Judge Lumbard believed that the agreement clearly did not preclude it and voted to affirm the District Court's grant of summary judgment to the defendants. Id. at 403-5. Circuit Judges Waterman and Kauffman, however, felt that the agreement's failure to expressly grant the defendants the right to make sequels raised an issue as to whether the defendants had the right "to make subsequent stories employing the same characters". They therefore voted to remand the case for further proceedings. Id. at 405-7.[2/] Again, it is significant that in their opinions neither Judge Lumbard nor Judges Waterman and Kauffman considered the reservation of the right to televise "from performance by living actors" to be ambiguous, nor did they appear to indicate any need to resort to other contracts to elicit the meaning of that phrase. While the latter two Judges did see a need for more information concerning the general expectation by authors as to their continued right to make sequels including the same characters portrayed in the literary work that was sold, that is an issue not involved in this case and, per plaintiff's memorandum of points and authorities in regard to this motion, not the purpose for which plaintiff seeks the forty contracts here in issue.

2/ It should be noted that the contract here in issue does expressly grant to defendant Fox the right to make sequels, as well as complete rights to change the characters and the descriptions of the characters in the literary property. See section (c) of Article First of the Agreement quoted in note 1, supra. Thus, this is not an issue in this case.

In light of the above considerations, it is submitted that plaintiff in her memorandum in support of her motion has simply made the erroneous assumption that the grant provisions of the 1944 Agreement are so unclear as to make relevant the enormous quantity of other Fox agreements that have been concluded over the years with other parties. Indeed, plaintiff's error in this regard is highlighted by her extensive reliance on the case of Preminger v. Columbia Pictures Corporation 267 N.Y.S. 2d 594 (N.Y. Sup. Ct.), aff'd, 269 N.Y.S. 2d 913 (App. Div.), aff'd, 18 N.Y. 2d 659, 273 N.Y.S. 2d 80 (Ct. App. 1966). Plaintiff apparently contends that since in the Preminger case the trial court looked at two other contracts entered into by the producer that this establishes a principle--applicable to this case--that other contracts are in general relevant. This is simply not so. For the trial court in the Preminger case begins its opinion with the following sentence:

> "The interesting question presented for decision is the right of a producer, in the absence of specific contractual provision, to prevent, by injunction, minor cuts in his motion picture when shown on television and the usual breaks for commercials". 267 N.Y.S. 2d at 596. (Emphasis added.)

Thus the court at the very beginning of its opinion made it clear that no specific contractualprovision existed in the contract there in issue. It was on this basis that the court deemed it relevant to look at two other contracts. 3/ Here, of course, there are specific clauses directly dealing with the rights in issue. Accordingly, the Preminger case is totally inapt as authority for plaintiff's proposition with respect to this motion.

3/ The significance of the trial court's reliance on the absence of a specific contractual provision in order to consider other material such as those two other contracts is also highlighted in the dissent of Judge Rabin to the decision by the Appellate Division. See, 269 N.Y.S. 2d at 915.

(118L)

In sum, Fox submits that:

> "Taking the contract by its four corners and examining it in light of the circumstances surrounding the parties at the time it was executed, its intention is readily gathered by giving every provision of the instrument its ordinary meaning and effect." Lion Oil Co. v. Gulf Oil Corporation, supra, 181 F. 2d 731, 733 (5th Cir. 1950).

Inasmuch as the 1944 Agreement is readily subject to a reasonable interpretation by the court upon an examination of the "four corners" thereof, the documents sought by plaintiff are clearly irrelevant and should not be required to be produced.

B. Even if it were determined that the meaning of the 1944 Agreement cannot be determined from the four corners of the contract itself, the documents sought are still not relevant.

It is evident from the quotations and discussion in plaintiff's memorandum that the contract clauses quoted by plaintiff are substantially different from the contract clauses here in issue. Thus, the contracts quoted by plaintiff contemplate the complete securing of all television rights by Fox without the reservation of any such rights in the author. Here it is clear that the author did retain some limited television rights in the literary property, and that a different set of contractual provisions were therefore employed.

It is significant that of the forty agreements involved in plaintiff's Second Request, plaintiff in her memorandum (Pages 6-7) makes reference to thirty-eight of the agreements but not to the other two. However, these other two agreements contain grant provisions that are much more similar to the grant provisions of the 1944 agreement. Thus, it is only these two agreements that even contain provisions that would possibly indicate a similar type of literary acquisition where similar rights were reserved.

In sum, it is a simple fact that each agreement providing for the acquisition of literary property is a separate transaction involving its own separate considerations and therefore not relevant to the particular contract in issue. But beyond this, it is also clear that even if the court should determine that for discovery purposes other similar contracts need to be produced, the only ones that would fall in this category would be the two to which plaintiff has made no reference.

II.
THE GRANTING OF PLAINTIFF'S MOTION WOULD EXPAND THIS CASE BEYOND TOLERABLE LIMITS

Plaintiff has previously requested and received from Fox some twenty-three unrelated contracts for the acquisition of literary material entered into by Fox with other persons not involved in this case. In this present motion she seeks an additional forty such contracts. If plaintiff's proposition that all of these contracts are relevant in determining the meaning of the contract here in issue is accepted, then Fox will be compelled to bring into issue the many other contracts that it has entered into for the purchase of literary properties, in order that the total context of its contract dealings may be considered. This will run to many hundreds of contracts. For example, the following numbers of literary property purchase contracts were entered into by Fox during the following periods: 325 during the 1950's; 378 during the 1940's; and 73 during the 1930's (the full figure is probably higher for the 1930's but this is the total that are presently identifiable).

The effect of the injection of some 700 or more collateral agreements into this case is obvious. It would be necessary for counsel and the court to expend vast amounts of time reviewing such documents and framing propositions based thereon. Moreover, the time required for trial in order to effectively treat and analyze all of these documents would be tremendously expanded. In short, this case would no longer revolve around one contract, it would rather involve the simultaneous interpretation of at least seven hundred contracts.

Further, this expansion of the case would not only be unbelievably burdensome to the court and the parties, but it is submitted would also be entirely unnecessary in light of the factors previously set forth in this memorandum showing that there are specific provisions in the contract here in issue that are susceptible to a reasonable interpretation by the court and the fact that the other contracts quoted by plaintiff in her memorandum contain provisions that are dissimilar.

III.
PLAINTIFF'S CONTENTION THAT HER REQUEST FOR PRODUCTION OF DOCUMENTS IS TIMELY IS EQUALLY WITHOUT MERIT

Plaintiff's contention in this regard is that her Second Request for Production of Documents (hereinafter referred to as "Second Request") results entirely from a review of the materials supplied to her under her First Request for Production of Documents (hereinafter referred to as "First Request") and that it was "self-evident" that this first production could lead to a further request for production. (See pages 12 - 13 of plaintiff's memorandum.)

However, as indicated in Fox's prior memorandum, plaintiff at the calendar call on July 17, 1973, informed the court that her discovery was complete other than with respect to her pending request for production of documents, and shortly thereafter on July 26 made the flat statement in her opposition to defendant's Motion for Change of Venue that "discovery has been completed". It seems clear that it was not "self-evident" at that time that this First Request would lead to a further request for production. Moreover, in light of the fact that plaintiff is presently aware of the grant provisions of the agreements sought in her Second Request--through review of their accompanying assignments on file with the Copyright Office--it appears most probable that plaintiff was also aware of the similar provisions of the agreements sought in her First Request at the time the above statements were made, particularly inasmuch as specific documents were requested by plaintiff in the identical manner as they are being requested in this Second Request.

In sum, plaintiff's basic position that it was only after receipt and review of the agreements sought in the First Request that she was able to determine that further agreements were desired appears to be unfounded.

Plaintiff's further contention that the fact that defendants proceeded to take her deposition gave her the automatic right to recommence her own discovery is also without merit. The deposition of plaintiff was the only item raised by either party at the July 17 calendar call with respect to further discovery in this case. As a result, it is submitted that the court very much did intend, contrary to plaintiff's contention in her memorandum (page 13), to allow this and only this further discovery to occur without its further consent.

(11RL)

In sum, there would appear to be no question that at the time of the last calendar call on July 17 and at the time of filing her opposition to defendants' venue motion on July 26 plaintiff was prepared to proceed without this current request for forty additional agreements. Now as an apparent after-thought, plaintiff is seeking this further discovery. Accordingly, not only is the request for these documents unwarranted but it is also untimely.

IV.
DETERMINATION OF THIS MOTION SHOULD BE POSTPONED PENDING DETERMINATION OF OTHER MOTIONS IN THIS CASE

The court has set down a hearing on defendants' Motion for Change of Venue in this case for January 14, 1974. Subsequent to the determination of that motion, defendants plan promptly to file a motion for summary judgment in this case with the appropriate forum. Said motion for summary judgment will address, among other things, the issue of whether the contract here in issue may be construed on the basis of its own wording.

Here, Fox--while not setting forth its position as to the interpretation of the 1944 Agreement--has maintained, in part, that the meaning of that agreement can be determined by the court from its own provisions. While a decision on this motion need not necessarily be dispositive of that issue, it must deal with it to some extent. Accordingly, it is submitted that decision on this motion should be delayed until the overall issue of whether the contract can speak for itself is determined in the context of a fully briefed and argued summary judgment motion which, per above, defendants will bring promptly after determination of their Motion for Change of Venue.

(118-m)

It is submitted, therefore, that the most appropriate and effective procedure to follow in this case would be as follows: (1) that the Motion for Change of Venue be determined by the court; (2) next for the forum then having the case to consider and determine defendants' motion for summary judgment; and (3) then should summary judgment not be granted in full, the court--with the benefit of a full briefing of the issues in the context of the summary judgment motion--could determine whether it wishes to broaden the case to go into these numerous collateral agreements.

CONCLUSION

On the basis of the foregoing, it is respectively submitted that consideration of plaintiff's Motion to Compel Production of Documents should be deferred by the court until such time as there has been a determination on defendants' Motion for Change of Venue and defendants' proposed motion for summary judgment. Should the court, on the other hand, decide to determine this motion at this time, then it is respectfully submitted that for the reasons set forth herein and in Fox's previous memorandum submitted in opposition to plaintiff's Second Request for Production of Documents, plaintiff's motion should be denied.

Respectfully submitted,

YOUNGMAN, HUNGATE & LEOPOLD

By Richard Hungate
Richard Hungate

ROGERS & WELLS

By [signature]
Anthony F. Essaye

By [signature]
John H. C. Barron, Jr.
1666 K Street, N.W.
Washington, D.C. 20006

(18n)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Memorandum of Defendant Twentieth Century-Fox Film Corporation in Opposition to Plaintiff's Motion to Compel Production of Documents was served on James Dobkin, Esq., 1229 - 19th Street, N.W., Washington, D.C. 20036, Attorney for Plaintiff, by prepaid, first-class mail addressed to his office, this twenty-eighth day of December, 1973.

John H. C. Barron, Jr.

In sum, Fox submits that:

> "Taking the contract by its four corners and examining it in light of the circumstances surrounding the parties at the time it was executed, its intention is readily gathered by giving every provision of the instrument its ordinary meaning and effect." Lion Oil Co. v. Gulf Oil Corporation, supra, 181 F. 2d 731, 733 (5th Cir. 1950).

Inasmuch as the 1944 Agreement is readily subject to a reasonable interpretation by the court upon an examination of the "four corners" thereof, the documents sought by plaintiff are clearly irrelevant and should not be required to be produced.

B. Even if it were determined that the meaning of the 1944 Agreement cannot be determined from the four corners of the contract itself, the documents sought are still not relevant.

It is evident from the quotations and discussion in plaintiff's memorandum that the contract clauses quoted by plaintiff are substantially different from the contract clauses here in issue. Thus, the contracts quoted by plaintiff contemplate the complete securing of all television rights by Fox without the reservation of any such rights in the author. Here it is clear that the author did retain some limited television rights in the literary property, and that a different set of contractual provisions were therefore employed.

It is significant that of the forty agreements involved in plaintiff's Second Request, plaintiff in her memorandum (Pages 6-7) makes reference to thirty-eight of the agreements but not to the other two. However, these other two agreements contain grant provisions that are much more similar to the grant provisions of the 1944 agreement. Thus, it is only these two agreements that even contain provisions that would possibly indicate a similar type of literary acquisition where similar rights were reserved.

A book drew heavily from two autobiographical works on the

IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARGARET M. LANDON
4711 Fulton Street, N.W.
Washington, D.C. 20007

Plaintiff,

v.

TWENTIETH CENTURY-FOX
FILM CORPORATION
444 West 56th Street
New York, New York 10019, and

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52nd Street
New York, New York 10019

Defendants.

Civil Action No. 2306-72

FILED

JAN 18 1974

Clerk

AMENDED
ORDER OF TRANSFER

The defendants having moved for an order transferring the venue of this cause to the United States District Court for the Southern District of New York, and the said motion having duly come on to be heard on the fourteenth day of January, 1974, and the court having heard the argument of counsel and being fully advised, and it appearing to the court that defendants' motion should be granted for the convenience of parties and witnesses in the interest of justice, it is

ORDERED that this action be transferred from the United States District Court for the District of Columbia and it is further

ORDERED that the Clerk of this United States District Court for the District of Columbia be, and hereby is directed to transfer all records and papers in this action to the Clerk of the United States District Court for the Southern District of New York, together with a certified copy of this order.

Dated: January 18, 1974

United States District Judge

(120)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - x

MARGARET M. LANDON :
4711 Fulton Street, N. W.
Washington, D. C. 20007 :

Plaintiff, :

CIVIL ACTION NO. 518/74

-against- :

TWENTIETH CENTURY-FOX FILM :
CORPORATION
1345 Avenue of the Americas :
New York, New York 10019, and
:
COLUMBIA BROADCASTING SYSTEM, :
INC.
51 West 52nd Street
New York, New York 10019 :

Defendants. :

- - - - - - - - - - - - - - - - - - x

AMENDED ANSWER

Defendants, TWENTIETH CENTURY-FOX FILM CORPORATION (hereinafter "Fox"), and COLUMBIA BROADCASTING SYSTEM, INC. (hereinafter "CBS"), answer the complaint herein as follows:

In Answer to Statement as to Jurisdiction And Description of Parties

1. Answering the allegations in paragraph 1, defendants deny generally and specifically each allegation contained therein and deny that they have injured plaintiff in any way, but admit that paragraph 1 purports to characterize the complaint.

2. Answering the allegations in paragraph 2, defendants deny generally and specifically each allegation contained therein, except admit that correspondence occurred

between plaintiff's attorney and attorneys for defendants prior to the institution of this suit and refer to said correspondence for the contents thereof.

3. Answering the allegations in paragraph 3, defendants deny generally and specifically each allegation contained therein, except admit that plaintiff purports to bring this action pursuant to the statutes enumerated in said paragraph 3.

4. Answering the allegations in paragraph 4, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief.

5. Answering the allegations in paragraph 5, defendants deny generally and specifically each allegation contained therein, except admit that defendant Fox is a Delaware corporation and has an office in the District of Columbia at 1156 - 15th Street, N. W.

6. Answering the allegations in paragraph 6, defendants deny generally and specifically each allegation contained therein, except admit that defendant CBS is a New York corporation and has an office in the District of Columbia at 1990 M Street, N. W.

In Answer to Count 1

7. Answering the allegations in paragraph 7, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief, except admit that in Exhibit A attached to the complaint plaintiff

(1206)

made representations to defendant Fox's predecessor corporation of substantially the same facts as set forth in said paragraph 7, which representations were relied on by defendant Fox's predecessor corporation.

8. Answering the allegations in paragraph 8, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief, except admit that in Exhibit A attached to the complaint plaintiff made representations to defendant Fox's predecessor corporation of substantially the same facts as set forth in said paragraph 8, which representations were relied on by defendant Fox's predecessor corporation.

9. Answering the allegations in paragraph 9, defendants allege they do not have sufficient information or belief to enable them to answer and, therefore, deny each allegation therein for lack of information and belief, except admit that in Exhibit A attached to the complaint, plaintiff made representations to defendant Fox's predecessor corporation of substantially the same facts as set forth in said paragraph 9, which representations were relied on by defendant Fox's predecessor corporation.

10. Answering the allegations in paragraph 10, defendants allege that they have no information or belief on the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief.

11. Answering the allegations in paragraph 11, defendants allege that they have no information or belief on

(120c)

the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief.

12. Answering the allegations in paragraph 12, defendants allege that they have no information or belief on the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief.

13. Answering the allegations in paragraph 13, defendants deny generally and specifically each allegation contained therein, except admit that on or about December 8, 1944, plaintiff and defendant Fox's predecessor corporation entered into an agreement in writing, a copy of which is attached to the complaint as Exhibit A, and defendants refer to said Exhibit A for the contents thereof.

14. Answering the allegations in paragraph 14, defendants admit the allegations contained therein.

15. Answering the allegations in paragraph 15, defendants allege that they have no information or belief on the subject sufficient to enable them to answer and, therefore, they deny each allegation therein for lack of information or belief, except admit that a musical play was produced named "The King and I" and based on the book "Anna and the King of Siam," that thereafter, pursuant to its agreement with plaintiff, defendant Fox produced a motion picture also entitled "The King and I" and based on the musical play, and that said motion picture was well received by the public.

16. Answering the allegations in paragraph 16, defendants deny generally and specifically each allegation contained therein, except admit that on November 9, 1971 defendant Fox sent to plaintiff a notice of tentative writing credits, and defendants refer to said notice for the contents thereof.

17. Answering the allegations in paragraph 17, defendants deny generally and specifically each allegation contained therein, except admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

18. Answering the allegations in paragraph 18, defendants deny generally and specifically each allegation contained therein, except admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

19. Answering the allegations in paragraph 19, defendants deny generally and specifically each allegation contained therein, except admit that defendant Fox produced and delivered to defendant CBS the television series "Anna and the King," and further admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

20. Answering the allegations in paragraph 20, defendants deny generally and specifically each allegation contained therein, except admit that defendant CBS caused the television series "Anna and the King" to be telecast over the facilities of its network on thirteen dates, including September 17 and 24, and October 1, 8, 15, and 22, and said telecasts made reference to being based on the biography by Margaret Landon, and further admit that correspondence occurred between plaintiff's attorney and attorneys for defendants prior to the institution of this suit, and defendants refer to said correspondence for the contents thereof.

(120e)

21. Answering the allegations in paragraph 21, defendants deny generally and specifically each allegation contained therein, except admit that said television series has generally been aired on Sunday evenings at 7:30 p.m.

22. Answering the allegations in paragraph 22, defendants deny generally and specifically each and every allegation contained therein.

In Answer to Count 2

23. Answering the allegations in paragraph 23, incorporate herein by reference each and every denial, allegation and admission contained in responses 7 through 21; and with respect to the allegations therein not incorporated by reference, defendants deny generally and specifically each and every allegation contained therein.

In Answer to Count 3

24. Answering the allegations in paragraph 24, incorporate herein by reference each and every denial, allegation and admission contained in responses 7 through 21; and with respect to the allegations therein not incorporated by reference, defendants deny generally and specifically each and every allegation contained therein.

FIRST AFFIRMATIVE DEFENSE (Count 1)

The allegations contained in Count 1 do not set forth a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE (Count 2)

The allegations contained in Count 2 do not set forth a claim upon which relief can be granted.

(120f)

THIRD AFFIRMATIVE DEFENSE (Count 2)

Plaintiff is estopped from making the allegations set forth in Count 2.

FOURTH AFFIRMATIVE DEFENSE (Count 3)

The allegations contained in Count 3 do not set forth a claim upon which relief can be granted.

FIFTH AFFIRMATIVE DEFENSE (Count 3)

Plaintiff is a public figure, the subject matter of the book, "Anna and the King of Siam," is a matter of public interest, and each and every act taken by each of the defendants in connection with the television series, "Anna and the King", was taken without actual malice.

SIXTH SEPARATE AND AFFIRMATIVE DEFENSE

Each and every act taken or caused to be taken by each of defendants in connection with the television series "Anna and the King" was pursuant to and consistent with rights granted by plaintiff to Fox pursuant to the agreement dated December 8, 1944, attached to the complaint as Exhibit A, for which plaintiff was compensated.

SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE

If either defendant infringed the copyright of plaintiff or any right under said copyright, said infringement was innocent and occurred as a consequence of the good faith belief of each defendant that said defendant had the right to perform or cause to be performed all the acts connected with plaintiff's literary property which said defendant performed, pursuant to the agreement attached to the complaint as Exhibit A.

(120g)

EIGHTH SEPARATE AND AFFIRMATIVE DEFENSE

Plaintiff's Second Count is barred by the Statute of Limitations, 15 U.S.C. § 15(b).

WHEREFORE, having fully answered the complaint, defendants ask judgment dismissing the complaint, together with payment by plaintiff of defendants' costs, disbursements and attorneys' fees.

Respectfully submitted,

ROGERS & WELLS

By _____
A Member of the Firm
Attorneys for Defendants
200 Park Avenue
New York, N. Y. 10017

Of Counsel:

YOUNGMAN, HUNGATE & LEOPOLD
1801 Century Park East
Los Angeles, Calif. 90067

Dated: April 9, 1974

(120R)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - x

MARGARET M. LANDON :
4711 Fulton Street, N. W. :
Washington, D. C. 20007 :

Plaintiff, :

-against- :

CIVIL ACTION NO. 518/74
MEL

TWENTIETH CENTURY-FOX FILM CORPORATION :
1345 Avenue of the Americas :
New York, New York 10019, and :

COLUMBIA BROADCASTING SYSTEM, INC. :
51 West 52nd Street :
New York, New York 10019 :

Defendants. :

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S I R S :

PLEASE TAKE NOTICE that on the annexed affidavit of William R. Glendon sworn to April 12, 1974, and on the complaint, answer and all prior proceedings herein, the undersigned will move before the Honorable Morris E. Lasker at Room 2903, United States Court House, 40 Centre Street, New York, New York, at ten o'clock in the morning on April 25, 1974, for summary judgment in favor of defendants, pursuant to Rule 56(b) of the Federal Rules of Civil Procedure on the ground that defendants are entitled thereto as a matter of law, and for such other relief as the Court deems just and proper.

Answering papers, if any, should be served on the undersigned at least three days before the answering date.

Dated: New York, N. Y.
April 12, 1974

ROGERS & WELLS

By _____
A Member of the Firm
Attorneys for Defendant
200 Park Avenue
New York, N. Y. 10017
(212) 972-7000

Of Counsel:

Youngman, Hungate & Leopold
1801 Century Park East
Los Angeles, Calif. 90067

To:

Layton and Sherman
Attorneys for Plaintiff
375 Park Avenue
New York, N. Y. 10022
(212) PL9-7100

(122)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - x

MARGARET M. LANDON
4711 Fulton Street, N.W.
Washington, D.C. 20007,

Plaintiff,

-against-

TWENTIETH CENTURY-FOX FILM CORPORATION
1345 Avenue of the Americas
New York, New York 10019, and

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52nd Street
New York, New York 10019,

Defendants.

Civil Action No. 518/74 MEL

AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

WILLIAM R. GLENDON, being duly sworn, deposes and says:

1. I am a member of the firm of Rogers & Wells, attorneys for defendants herein. I submit this affidavit in support of defendants' motion for summary judgment pursuant to Rule 56, F.R.Civ.P.

2. The facts relied on in this motion are not in dispute. Defendants principally rely upon the plain meaning of an Agreement between the plaintiff Margaret Landon and the defendant Twentieth Century-Fox Film Corporation entered into on or about December 8, 1944. A copy of this Agreement was annexed to the Complaint herein and its authenticity is not in dispute.

3. Defendants also rely, in some respects, upon the oral deposition testimony of the plaintiff, Mrs. Landon, in depositions taken on October 12, October 13 and November 7, 1973, as well upon certain exhibits produced at that deposition and identified by the plaintiff. For convenience, a copy of an agreement between Mrs. Landon and Richard Rogers and Oscar Hammerstein II dated April 20, 1950, marked Dx 34, for Id., at the Landon deposition, page 180, is annexed as Exhibit A.

4. On the basis of the Complaint, the Agreement, the testimony of the plaintiff and the aforesaid exhibits, it is clear that summary judgment should be granted in favor of the defendants for the reasons set forth in the memorandum submitted herewith.

5. No prior request for this relief has been made in this or any other court.

WHEREFORE, defendants respectfully submit that their motion for summary judgment, pursuant to Rule 56, F.R.Civ.P., should be granted in all respects.

William R. Glendon

Sworn to before me this
12th day of April, 1974.

Notary Public

STEPHEN FROLING
NOTARY PUBLIC, State of New York
No. 41-4220350
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - -x

MARGARET M. LANDON :
4711 Fulton Street, N.W.
Washington, D.C. 20007 :

Plaintiff, :

-against- :

TWENTIETH CENTURY-FOX FILM CORPORATION :
1345 Avenue of the Americas
New York, New York 10019, and :

COLUMBIA BROADCASTING SYSTEM, INC. :
51 West 52nd Street
New York, New York 10019, :

Defendants. :

Civil Action No. 513/74 MEL

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STATEMENT PURSUANT TO
LOCAL GENERAL RULE 9(g)

Defendants submit that there is no genuine issue to be tried with respect to the following material facts:

1. This action was commenced in the United States District Court for the District of Columbia on or about November 17, 1972. An Answer was filed on or about January 19, 1973.

2. Thereafter, defendants moved for a change of venue to this Court. Said motion was granted January 14, 1974

3. Jurisdiction was asserted under 28 U.S.C. § 1331, 1332, 1337, 1338, 2201 and 2202.

4. In 1943 and 1944, Mrs. Margaret Landon published a literary work entitled "ANNA AND THE KING OF SIAM", first in magazine serial form and later in book form. The

book drew heavily from two autobiographical works in the public domain by Anna Leonowens, the historical subject of the work.

5. Mrs. Landon's book was highly successful, having earned for Mrs. Landon aggregate revenues from various sources in excess of half-a-million dollars. Although these revenues declined to $5,552 and $8,387 in 1970 and 1971, respectively, they increased in 1972, with the aid of the film series on television, to $20,028.

6. In the last part of 1944, Mrs. Landon entered into negotiations with Fox to sell, among other things, the "motion picture rights" to the literary work. Mrs. Landon did not participate in these negotiations personally but was represented throughout by William Morris Agency, Inc., one of the nation's foremost literary agents in the entertainment field.

7. On or about December 8,1944, the parties consummated a lengthy, integrated agreement (hereinafter "the Agreement", a copy of which is annexed to the Complaint) by which, inter alia, Mrs. Landon licensed Fox to make one or more motion picture versions of the literary property and to exhibit these versions in theaters, on television, and elsewhere. For these rights, Mrs. Landon's agents bargained for, and she received, a series of fixed payments totaling $67,500.00.

8. In 1946, pursuant to the Agreement, Fox released for general distribution a motion picture based substantially on the Landon property entitled "ANNA AND THE KING", which was exhibited widely in theaters and on

(124b)

television throughout the world.

9. In 1950, Mrs. Landon separately licensed Richard Rogers and Oscar Hammerstein to create a musical stage play, ultimately entitled "THE KING AND I", based on her literary work. Pursuant to the rights it received from Mrs. Landon under the 1944 Agreement and a separate agreement between Fox and Rogers and Hammerstein, relating to their stage adaptation, Fox released a second motion picture entitled "THE KING AND I" in 1956. This second motion picture was also exhibited widely in theaters and on television throughout the world.

10. In 1972, Fox made thirteen additional motion picture versions or sequels based substantially on the Landon property.

11. Commencing on September 17, 1972 and ending December 31, 1972, the aforesaid thirteen additional motion picture versions or sequels were broadcast on the CBS television network under the title "ANNA AND THE KING."

12. Each of the aforesaid thirteen motion picture versions stated, in the title credits thereof, the legend, "Based on the Biography by Margaret Landon", and a further legend identified another screenwriter or other screenwriters of the particular motion picture.

EXHIBIT 1

AGREEMENT made and entered into this 20 day of April, 1950, by and between MARGARET MORTENSON LANDON, c/o WILLIAM MORRIS AGENCY, INC., 1270 Sixth Avenue, New York, N. Y., (herein called "Owner") and RICHARD RODGERS and OSCAR HAMMERSTEIN II (herein jointly called "Dramatists").

W I T N E S S E T H :

FIRST: The Owner represents and warrants:

(a) That she is the sole author of a book entitled "ANNA AND THE KING OF SIAM" (herein called "Book"); that said Book is original with her and has not been copied in whole or in part from any other work.

(b) That the following facts are true and correct with relation to said Book:

1. The Book was first published in seven installments in the magazine entitled "Asia and the Americas" in the April, May, June, August, October, December, 1943, and the March, 1944 issues of said magazine, and was copyrighted as part of the aforesaid respective issues of said magazine by and in the name of Asia Magazine, Inc., in the Office of the Register of Copyrights,

Washington, D.C., the dates of publication and copyright registration numbers being as follows:

Issue	Date of Publication	Registration No.
April, 1943	March 23, 1943	B:579224
May, 1943	April 20, 1943	B:582682
June, 1943	May 20, 1943	B:586512
August, 1943	July 22, 1943	B:594181
October, 1943	September 28, 1943	B:601519
December, 1943	December 2, 1943	B:609281
March, 1944	March 9, 1944	B:621567

2. By instrument, dated July 11, 1944 and recorded in Volume 543, page 167, in the Office of the Register of Copyrights, Asia Magazine, Inc. assigned the copyright in the Book to the Owner.

3. The Book was thereafter published by JOHN DAY COMPANY, INC., and was copyrighted by and in the name of the Owner under copyright date of June 29, 1944, Entry No. A:181540, in said Register's Office.

4. A condensed version of the Book, with the permission of the Owner, was published in the November, 1944 issue of Reader's Digest.

5. No other copyright has been effected, nor has any other registration relating to copyright

(124e)

protection been made, excepting as herein specified.

6. No motion picture or dramatic presentation of said Book has been manufactured or presented, with the knowledge or consent of the Owner, and no motion picture or dramatic rights in the Book have been granted by the Owner to others, except a motion picture that was heretofore made and released by TWENTIETH-CENTURY FOX FILM CORPORATION pursuant to and under the terms of a contract made by and between the Owner and TWENTIETH-CENTURY FOX FILM CORPORATION, dated December 8, 1944, and except that single radio broadcasts have been heretofore given.

(c) That she is the sole owner throughout the world of all rights in said Book, except only the rights to publish the Book granted to JOHN DAY COMPANY, INC., pursuant to contract bearing only the date 1942, between the Owner and said JOHN DAY COMPANY, INC., and the rights granted to TWENTIETH-CENTURY FOX FILM CORPORATION pursuant to contract dated December 8, 1944, above referred to; that she has full warrant and authority to grant the rights granted hereunder and that she has not heretofore granted, assigned, encumbered or otherwise disposed of any right, title or interest in and to the said Book or any of the.

(124f)

rights granted hereunder, similar, adverse to or inconsistent therewith, or by which any of the said rights or the full enjoyment or exercise thereof hereunder might be diminished, encumbered or impaired.

(d) That the Book does not infringe upon the copyright of any other work or violate any other rights of any person, firm or corporation and that no claim has been made against her to such effect.

SECOND: The Owner hereby grants and assigns to the Dramatists the entire, complete and exclusive rights

(a) to dramatize the Book and prepare, compose and write a musical play (which musical play, including the lyrics and music thereof, is hereinafter referred to as the "Play") based upon and utilizing the said Book;

(b) to produce and present, or cause to be produced and presented, the Play on the speaking stage throughout the world;

(c) to make, perform, produce, use, sell, publish, lease, or otherwise dispose of, and deal in the Play and any dramatic motion picture, radio, television or other version and adaptation thereof, and to exercise all rights therein of every kind and nature, now known or hereafter ascertained, and to authorize and permit others so to do for any

and all purposes and by any and all means, subject only to the rights granted to TWENTIETH-CENTURY FOX FILM CORPORATION pursuant to the contract of December 8, 1944 hereinabove referred to.

THIRD: In full consideration for the rights granted hereunder to the Dramatists and the representations and warranties made hereunder, the Dramatists agree to pay or cause to be paid to the Owner, and the Owner hereby agrees to accept, the following:

(a) The sum of FIFTEEN HUNDRED DOLLARS ($1500.00) upon the execution and delivery of this agreement, the receipt whereof is hereby acknowledged by the Owner as an advance, not returnable in any event, to be applied against and deducted from the sums payable to the Owner pursuant to subdivisions "(b)" and "(c)" of this Article.

(b) A sum equal to ONE PERCENT (1%) of the weekly gross box office receipts derived from all first-class stage presentations of the Play by first-class companies in the United States, Canada and Great Britain.

(c) A sum equal to TEN PERCENT (10%) of the net royalties, net proceeds and net monies (which term as used herein shall mean the sums remaining after deducting commissions not exceeding TEN PERCENT (10%), or in the case of amateur rights not exceeding TWENTY PERCENT (20%) to any agent or other representative of the Dramatists,) received by Dramatists from the sale, lease, or other disposition of any and all other rights including publication rights, in the Play, except as otherwise hereinafter provided in this Article "THIRD".

Notwithstanding anything to the contrary contained in subdivision "(c)" of this Article "THIRD", it is expressly agreed as follows:

1) As to the motion picture rights and allied rights in the Play as defined in and conveyed under the aforesaid agreement with TWENTIETH-CENTURY FOX FILM CORPORATION, dated December 8, 1944) including the re-sale, re-lease, or any other disposition or exercise of any such rights in the original Book which may hereafter be reacquired by the Dramatists from said TWENTIETH-CENTURY FOX FILM CORPORATION, the Owner shall not be entitled to receive any percentage or shares of any monies or proceeds derived by the Dramatists therefrom.

2) As to publication, musical reproduction, synchronization and small performing rights in the music and lyrics contained in the Play, or any other use of whatsoever kind or nature of the separate musical compositions in the Play for motion picture, radio, television purposes or otherwise, (whether or not as part of a performance or reproduction of the Play) any monies or sums which the Dramatists shall receive from any of said uses, shall be retained by the Dramatists without accounting for or paying any share thereof to the Owner, and the Owner shall not receive any compensation, percentage, or other form of proceeds therefrom.

If the Dramatists are the producers of any first-class presentations of the Play, they agree that as box office receipts, or any part thereof are received by them, they will hold in trust for the Owner the ONE PERCENT (1%) thereof agreed to be paid the Owner hereunder until said monies are

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turned over to the Owner, and the trust nature of said funds shall not be questioned whether or not said funds are physically segregated. If the Dramatists are not the producers of any first-class stage presentation of the Play, they agree that as royalties are received by them based upon said first-class stage presentation, they will out of said royalties held in trust for the Owner, until paid over to her, an amount equal to ONE PERCENT (1%) of the weekly gross box office receipts upon which said royalties were based and the trust nature of said funds shall not be questioned whether or not said funds are physically segregated. If monies are received by the Dramatists from any of the sources referred to in (c) hereof, the Dramatists agree to hold in trust for the Owner, the share thereof agreed to be paid to the Owner, and the trust share of said funds shall not be questioned whether or not said funds are physically segregated. Simultaneously with or subsequent to the making of any and all contracts in connection with the Play, the Dramatists will, if requested in writing so to do by the Owner, assign to the Owner the share of monies herein agreed to be paid to the Owner, and if said request is made prior to the making of any such contract, the Dramatists will procure from the other party to such contract an agreement to make payments

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directly to the Owner pursuant to said assignment.

FOURTH: The Dramatists shall have the right to have the free and unrestricted right to use, adapt, change, re-arrange, interpolate in, transpose, add to and subtract from the said Book, its situations, language, plot, theme, characters, dialogue, title or otherwise, and to interpolate and include therein songs, lyrics and music, all as the Dramatists may determine in their sole discretion.

FIFTH: The Play and any and all rights therein of every kind and nature, now known or hereafter ascertained, together with the copyright and renewal copyright thereof, shall, subject to the provisions of Article "FOURTEENTH" hereof, become and remain the sole, complete, exclusive and absolute property of the Dramatists.

SIXTH: The Dramatists agree to complete the writing of the Play and to deliver a copy thereof to the Owner within twelve (12) months from the date pf this agreement. The Owner, if she so desires, may make suggestions with respect to the Play for consideration by the Dramatists, and the Dramatists agree to give due consideration to such suggestions, it being expressly understood and agreed, however, that such suggestions shall in no way interfere with the rights granted to the Dramatists under paragraph "FOURTH" hereof and elsewhere in this Agreement, and that the Dramatists shall be free to accept or reject such suggestions in their sole discretion without any resulting liability. The Dramatists further agree to produce or present, or cause to be produced and presented,

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the said Play upon the regular speaking stage in the United States of America or Canada by a manager selected by the Dramatists not later than eighteen (18) months from the date of this agreement, pursuant to a production contract in the form and upon the terms and conditions to be determined by said manager and the Dramatists, provided, however, that if the Play shall not be so produced within the said eighteen (18) month period, said period shall be extended for an additional period of six (6) months upon the payment to the Owner of an additional advance of ONE THOUSAND DOLLARS ($1,000.00) prior to the expiration of the aforesaid eighteen (18) months, if the Dramatists so elect, which advance shall be treated in the same manner as provided with respect to the advance payable pursuant to Article "THIRD", subdivision "(a)" hereof.

SEVENTH: If the Play shall be produced and presented upon the speaking stage in the manner and within the time hereinabove specified, then and in such event, the Book and all rights of every kind and nature therein, except all the publication rights of the original Book, shall be deemed merged in the Play as part thereof, to the same extent as though the Play and the Book were one single work, and the Dramatists shall, as their respective interests may appear, have the same rights in the Book as acquired hereunder in the Play, together with the right to make and enter into any and all contracts and to exercise all rights and privileges with respect

thereto without the necessity of obtaining the consent, approval or signature of the Owner. The Dramatists shall deliver to the Owner true and complete copies of all agreements entered into by the Dramatists relating to the exercise of rights granted to them hereunder in respect of which the Author is entitled to share in the proceeds therefrom. All such agreements shall be made in good faith and upon terms and conditions no less favorable to the Dramatists than those secured by authors of plays of comparable character and quality.

EIGHTH: All agreements made by the Dramatists relating to the production and presentation of the Play and exercise of any rights therein shall provide that in all programs, houseboards and advertising and publicity issued by or under the control of the licensee or grantee of the Dramatists, the Owner's name shall appear wherever the Dramatists' name shall appear (except in ABC daily ads), and the Owner shall receive authorship credit directly underneath the name of the Dramatists substantially as follows:

"Based upon the novel entitled
ANNA AND THE KING OF SIAM" By
Margaret ~~Landon~~ Landon."

The name of the Owner shall appear in size of type at least Sixty Percent (60%) of the size of the names of the Dramatists.

NINTH: During the term of this agreement the Owner agrees not to sell, assign or otherwise dispose of or exercise any rights of whatsoever kind or nature in the Book

or perform or do any act with respect thereto which may in any way impair, diminish or interfere with the full exercise and enjoyment of the rights granted hereunder, provided, however, that with respect to television rights, the Owner agrees not to exercise or authorize the exercise of such television rights in the original book or any part thereof or any versions thereof prior to the expiration of two (2) years (hereinafter called "the television rights restricted period") following

W.M.L.

RIDER ATTACHED TO AND FORMING PART OF ARTICLE NINTH

Subject to the provisions of this Article NINTH and as elsewhere provided in this agreement, and subject to the contract between the Owner and Twentieth Century Fox Film Corporation, dated December 8, 1944, the Owner reserves the television rights in the Book, which reservation, however, shall not impair the ownership and the full and free exercise by the Dramatists of television rights in the Play.

Dramatists, of ONE THOUSAND DOLLARS ($1,000.00) for each such one (1) year extension, it being understood, however, that if and when the payments made under this provision shall total TEN THOUSAND DOLLARS ($10,000.00), such television rights restricted period shall be automatically extended in perpetuity without further payment of any kind. All payments under this provision shall be made not later than thirty (30) days after the commencement of the yearly extension period to which it applies; however, the Dramatists may, at their election, prepay

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at any time, any amount in multiples of ONE THOUSAND DOLLARS ($1,000.00) to cover any one or more anticipated yearly extension periods, but in no event shall the Dramatists be obligated to pay more than the sum of TEN THOUSAND DOLLARS ($10,000.00), as hereinabove provided.

TENTH: Except upon the happening of the contingencies provided for in Article "FOURTEENTH" hereof, the term of this agreement shall be for the period of the original term of copyright in the Play and all renewals and extensions thereof.

ELEVENTH: The parties hereto agree to do and perform any acts and execute any and all documents that they may deem necessary to carry out and effectuate the purposes and intent of this agreement.

TWELFTH: Nothing herein contained shall prevent the Dramatists from acting as the Producer or Manager of the Play, or being associated in any way with the production of the Play, and the Owner shall not be entitled to any share of any monies received by the Dramatists by reason thereof.

THIRTEENTH: Nothing herein contained shall prevent the Dramatists from rendering any additional services in connection with the production of the Play or the exercise of any rights therein or from receiving compensation therefor. However, the Dramatists shall not impose as a condition for the production of the said Play, or the

exercise of any rights therein or from receiving compensation therefor. Any and all compensation so paid or received by the Dramatists for such services shall at all times be their sole and exclusive property, and the Owner shall not be entitled to any share or percentage thereof.

FOURTEENTH: If the Dramatists shall fail to complete the writing of the Play within the time specified herein, or shall fail to produce, or cause to be produced, the play within the time and in the manner specified herein, then upon the happening of either of such events, all rights granted hereunder to the Dramatists shall cease and terminate and shall automatically revert to the Owner; and thereupon the Owner and Dramatists shall be released and discharged from any further liability or obligation to the other except as otherwise expressly provided in this Article "FOURTEENTH". Upon the termination, neither the Owner nor the Dramatists shall have any right, title or interest in the aforesaid Play written by the Dramatists, nor any right to use or authorize

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the use of the same, except, however, that any and all music, lyrics (whether or not taken from or suggested by the Book) and musical compositions written and composed for the said Play shall remain the sole and absolute property of the Dramatists, as their respective interests may appear, with the free and unrestricted right to make any use or disposition thereof as they may desire, free from any claim by the Owner. It is expressly understood and agreed, however, that Owner shall have the right to make, or cause to be made, a new dramatization or dramatizations of the Book, and to freely use, sell, deal in and dispose of said Book, and any such dramatizations, and to exercise and authorize others to exercise any and all rights therein, all as the Owner may desire, in Owner's sole discretion, free from any claim or interference by Dramatists. Provided, however, that if Owner shall make or cause to be made any dramatization of the said Book, Dramatists' right, if any, to assert any claim or institute any proceedings for plagiarism, or otherwise, shall be governed and restricted to the following provisions:

Neither Dramatists, nor any assignee or licensee of Dramatists, or anyone claiming by, through, or under Dramatists, shall have or assert any claim, demand or

cause of action, or institute or maintain any action, suit or proceeding at law or in equity, for or by reason of any alleged plagiarism or infringement of Dramatists' dramatization against Owner or any of Owner's heirs, executors, administrators, distributees, assigns or licensees or anyone claiming any rights by, through or under Owner. Dramatists' right to assert any such claim arising out of any such alleged plagiarism or infringement shall be limited to a claim against Owner, to be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, before three (3) arbitrators to be selected in accordance with such rules. The power of such arbitrators, in deciding any such claim or controversy, shall be limited to the making of (1) a finding as to whether or not such plagiarism has occurred and if in the affirmative, the degree of such plagiarism; and (2) an award fixing damages not to exceed thirty-three and one-third percent (33-1/3%) of Owner's share of any proceeds received from the sale, lease or other disposition of such new dramatization. If an award is made in favor of the Dramatists, the Owner and all parties claiming through her, shall continue to have the right to use said infringing material taken from the dramatization without any further liability to the Dramatists.

In determining whether or not any plagiarism has occurred, the arbitrators shall be required to take into consideration the fact that any such new dramatization of the aforesaid Book will necessarily and naturally contain material, situations, incidents, treatment, plot, characters, sequence of events and dialogue similar to Dramatists' dramatization as to the result of dramatizing the Book, and no award shall be made in favor of the Dramatists unless such arbitrators shall first find that (1) such matter does not necessarily and naturally emanate from the said Book and (2) has been unlawfully copied from Dramatists' dramatization.

Nothing contained in this paragraph shall be construed to recognize or grant to Dramatists any right to assert any claim or to increase or augment any claim which may be asserted by Dramatists for plagiarism or otherwise, it being the sole and express purpose hereof to relieve Owner and any other person, firm or corporation claiming through, by, or under Owner, of any liability or obligation or of the threat of or any actual injunction, action, suit or proceeding, at law or in equity, to prevent, interfere with or impair the full exercise and enjoyment of any of Owner's right or rights acquired by any such person, firm or corporation, and to further render any such claim

by Dramatists subject to arbitration only and to limit the relief to damages only and not otherwise and the maximum thereof as hereinabove specified.

FIFTEENTH: The Owner acknowledges that WILLIAM MORRIS AGENCY, INC. (hereafter referred to as "Agent") has acted as her agent in the consummation of this contract, and she therefore agrees as follows: That so long as the Owner has any rights under this agreement or any extensions or renewals hereof or under any agreements in substitution hereof, and so long as the Agent continues to render the services customarily rendered by Play Agents (which the Agent hereby agrees to do, as is evidenced by its signature at the bottom hereof) the Agent shall be the sole and exclusive agent of the Owner with respect to the Owner's interest hereunder and the Owner's interest in the subject matter of this agreement, with the sole power to deal therewith. As such Agent, the Agent shall be entitled to receive TWENTY PERCENT (20%) of any monies paid to the Owner under Article "THIRD (c)" hereof for the amateur rights of the Play and TEN PERCENT (10%) of all other monies payable to the Owner under the provisions of Article"THIRD" hereof. All payments to the Author hereunder shall be made to the Agent which shall be the equivalent to payment to the Author, and all such payments shall be accompanied by Box Office Statements or other appropriate statements covering the transaction out of which it arises. Royalties and all other sums payable to the Author hereunder shall be paid to the Author at or about the same time as they are paid to the Dramatists.

SIXTEENTH: In the event of any dispute arising under, out of, or in connection with the within agreement or Play, or the breach of this agreement, the same shall be determined by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association, in force at the time, and any award rendered as a result thereof shall be final and conclusive upon the parties, and judgment thereon may be entered in the highest court of the forum, (State, Federal or otherwise) having jurisdiction; provided that such arbitration shall be held before a single arbitrator, and that if the parties shall fail to select an arbitrator within seventy-two (72) hours after either party shall have given the other written notice of demand for arbitration, the arbitrator shall forthwith be selected by the American Arbitration Association, and the arbitration may thereafter be held upon seventy-two (72) hours' notice, given by the American Arbitration Association to the other parties.

SEVENTEENTH: This agreement constitutes the entire understanding between the parties hereto, and no warranty, representation, inducement or agreement, not herein

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contained, shall be binding upon the parties hereto. This agreement shall at all times be interpreted, pursuant to the laws of the State of New York, irrespective of the laws of the place of execution or performance hereunder and shall be binding upon the executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Margaret Mortenson Landon
MARGARET MORTENSON LANDON

Richard Rodgers
RICHARD RODGERS

Oscar Hammerstein II
OSCAR HAMMERSTEIN II

AGREED TO, insofar as the provisions of Paragraph "FIFTEENTH" are concerned:

WILLIAM MORRIS AGENCY

BY Lou Wallman

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ATTACHMENTS

COPY

ROGERS & WELLS
200 PARK AVENUE NEW YORK, N. Y. 10017

1974

Magistrate Gerald L. Goettel
U. S. Courthouse
Foley Square
New York, N. Y. 10017

Re: Landon v. Twentieth Century-Fox Film Corp. and Columbia Broadcasting System, Inc. -- Index No. 518/74 MEL

Dear Magistrate Goettel:

Last Wednesday, you held a hearing on plaintiff's motion for production of some 40 agreements entered into by Twentieth Century-Fox Film Corporation.

In light of the discussions with Your Honor at the hearing, particularly with reference to the question of "foundation" which you raised, and without in any way waiving our right to object to the admissibility of any of the assignments or the subject agreements on any grounds, we are withdrawing our opposition to the motion for production and will promptly deliver the subject documents to the plaintiff's counsel. We further reserve the right to object, on the grounds of burdensomeness and harassment, to any additional requests for contracts since we now have delivered some 63 contracts to the plaintiff.

Respectfully submitted,

Stephen Froling

cc: Messrs. Layton & Sherman
Attorneys for Plaintiff

IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET M. LANDON 2711 Fulton Street, N. W. Washington, D. C. 20007 Plaintiff, v. TWENTIETH CENTURY-FOX FILM CORPORATION 1345 Avenue of the Americas New York, New York 10019 COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street New York, New York 10019 Defendants.	Civil Action No. 518/74 (MEL)

AFFIDAVIT OF ALBERT B. TAYLOR

CITY OF GUADALAJARA)
) ss:
STATE OF JALISCO)

ALBERT B. TAYLOR, being first duly sworn, deposes and says:

1. I am presently a resident of Ajijic, Mexico, having recently moved there from Los Angeles, California. In 1944 I resided in New York City where I was employed by the William Morris Agency as head of its Literary Department. At that time my name was Albert B. Schneider.

2. After I left the William Morris Agency in 1949, I held executive positions with the Columbia Broadcasting System, RKO-Radio Pictures, ZIV Television and Subscription-TV. In these

positions, including my position at William Morris, I became thoroughly versed on all aspects of the entertainment business, including television in all stages of its development.

3. In my position at William Morris, I was responsible with others for the representation of Margaret Landon, the authoress of ANNA AND THE KING OF SIAM. As head of the Literary Department and directly responsible for the motion picture and theatre deals involving literary properties, I participated in the negotiations leading up to the execution of the contract, dated December 8, 1944, between Mrs. Landon and Twentieth Century-Fox Film Corporation concerning ANNA AND THE KING OF SIAM. I handled, with our Legal Department, the New York end of the negotiations with Fox. While the price terms of the contract had been established on the West Coast, all other contract details, including the terms and conditions of the rights granted by Mrs. Landon to Fox in her literary work, were negotiated in New York between myself, my Legal Department and representatives of Fox.

4. At the time of the negotiations, Mrs. Landon's book had received highly favorable reviews and, in fact, was a number one best seller in the United States. The book was regarded by me and by others at the William Morris Agency as a very important property.

5. I have read relevant portions of the transcript of Margaret Landon's deposition, taken by the defendants in the above-captioned lawsuit on October 11, 12, and 23 and November 7, 1973, and my recollection of my conversations with her and the

instructions received from her prior to and during the negotiations leading up to the execution of the December 8, 1944 contract accords with hers. As I recall the negotiations and terms of the December 8, 1944 contract, the rights granted to Fox were customary motion picture rights. Under the terms of the Fox agreement, the motion picture versions authorized by the contract -- i.e., full-length feature movies produced for theatre audiences -- could later be shown on television. However, it was not Mrs. Landon's intention as expressed to me, nor did I negotiate for her, any sale of the right to make television versions -- i.e., productions made especially for television and not for initial theatre audience consumption. Mrs. Landon specifically directed me not to sell any subsidiary rights, which would include any television rights. It was Mrs. Landon's intention, as well as ours at the William Morris Agency in representing her, that such subsidiary rights were to remain with Mrs. Landon and that Fox was to receive only the right to produce and, if it wished, subsequently televise, its motion pictures and any rights necessary to exploit its motion pictures. This was understood by Fox's representatives and is the obvious reason for the absence of any reference to "television versions" in the grant clause of Mrs. Landon's agreement with Fox.

6. Had the conveyance of the right to make television versions of Mrs. Landon's book been agreed to by the parties, I would have insisted on particular contractual language to cover the conveyance. Conversely, if the representatives of Twentieth

Century-Fox had purchased the rights to make television versions, they would have used explicit contractual language to accomplish that purpose as they did in other agreements which they negotiated during the same period.

Albert B. Taylor

United Mexican States,
State of Jalisco,
City of Guadalajara,
Consulate General of the
United States of America } ss.

Subscribed and sworn to before me this 3rd day of June 1974.

GEORGE L. SUMNERS
AMERICAN VICE CONSUL

IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET M. LANDON 4711 Fulton Street, N.W. Washington, D. C. 20007 Plaintiff, v. TWENTIETH CENTURY-FOX FILM CORPORATION 1345 Avenue of the Americas New York, New York 10019, and COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street New York, New York 10019 Defendants.	)	Civil Action No. 518/74 (MEL)

AFFIDAVIT OF MARGARET M. LANDON

DISTRICT OF COLUMBIA) ss:

MARGARET M. LANDON, being first duly sworn, deposes and says:

1. I am the plaintiff in the above-captioned case. Prior to June, 1944, I created and wrote an original serious literary work concerned with the struggle for human rights, entitled ANNA AND THE KING OF SIAM. The literary work contains copyrightable subject matter under the laws of the United States. It was first published in seven installments in the magazine entitled Asia and the Americas in the April, May, June, August, October, December, 1943, and March, 1944 issues of said magazine, and was copyrighted as part of the aforesaid respective issues of said magazine by and in the name of Asia Magazine, Inc., in the office of the Registrar of Copyrights, Washington, D. C. The dates of publication and copyright registrations were as follows:

Issue	Date of Publication	Registration No.
April, 1943	March 23, 1943	B 579224
May, 1943	April 20, 1943	B 582682
June, 1943	May 20, 1943	B 586512
August, 1943	July 22, 1943	B 594181
October, 1943	September 28, 1943	B 601519
December, 1943	December 2, 1943	B 609281
March, 1944	March 9, 1944	B 621567

2. By instrument dated July 11, 1944, and recorded in Volume 543, page 167, in the Office of the Registrar of Copyrights, Asia Magazine, Inc., the publisher of Asia and the Americas, assigned the copyright in the literary work to me.

3. The foregoing literary work was also published as a book entitled ANNA AND THE KING OF SIAM by John Day Company, Inc., and was copyrighted by and in my name under copyright date of June 29, 1944, entry No. A 181540, in said Registrar's office.

4. The copyrights in all seven installments in the magazine Asia and the Americas were duly renewed in my name, the renewal registration number for each installment being as follows:

Installment	Renewal Registration No.
April, 1943	R 489713
May, 1943	R 489715
June, 1943	R 798716
August, 1943	R 489719
October, 1943	R 499266
December, 1943	R 499265
March, 1944	R 508629

I remain the owner of said copyrights.

5. The copyright in the book was duly renewed in my name under renewal Registration No. R 508630, dated July 6, 1971. I remain the owner of said copyright.

6. Since March 1943, the book, including the seven installments published in the foregoing magazine, has been published by or

under my authority and all copies of it made by me or under my authority or license have been printed, bound, and published in strict conformity with the provisions of the Copyright Act of 1909, as amended, Title 17 of the United States Code, and all other laws covering copyright. The book has been extremely successful, more than one million copies having been sold to date in 15 different languages. The trade edition alone is presently in its twenty-first printing in the United States.

7. On or about December 8, 1944, Twentieth Century-Fox Film Corporation and I entered into an agreement in writing. The agreement was drafted by Fox and accepted by me after incorporation of a few minor changes. At the time of the agreement, both Fox and I were well aware of the medium known as television. Pursuant to that agreement, Fox was granted, among other things not pertinent here, the right to make and televise "motion picture versions" of my literary work during the periods of the basic copyright and the renewal copyright covering my literary work. It was not my intention to and my agreement with Fox did not grant Fox the right to make "television versions" of my literary property or to televise any version of my work other than the motion picture versions produced pursuant to the agreement.

8. In accord with the provisions of said agreement, defendant Fox produced and released a feature motion picture in 1946, entitled "Anna and the King of Siam," which motion picture was exhibited in theaters throughout the United States and elsewhere and was subsequently exhibited on television.

9. Pursuant to permission granted by me in an agreement of April 20, 1950 with Richard Rodgers and Oscar Hammerstein, my book was made the subject of a musical play and, subsequently in 1956, a motion picture of the musical play, both of which were entitled "The King and I" and both of which enjoyed and still enjoy widespread acceptance by the viewing public. This motion picture was also subsequently exhibited on television.

10. On or about November 12, 1971, I received from defendant Fox a Notice of Tentative Writing Credits, dated November 9, 1971, indicating that Fox was in the process of producing a series of television programs based upon my book.

11. On or about November 12, 1971, I had my attorney notify Fox by telegram and by letter that Fox had no authority to produce or in any way distribute any television program or television series based upon my copyrighted literary work, and I objected to their doing so, and that I reserved all rights and remedies available under law. Since the date of the foregoing notices, I have objected continuously to Fox's television series as an infringement of my copyrights and a breach of the December 8, 1944 agreement.

12. On or about June 28, 1972, following an announcement in the trade papers, and in the press generally, that CBS intended to telecast a weekly television series entitled "Anna and the King," I had my attorney notify CBS by letter of my position that I had retained such television rights in my literary work, that I had not authorized Fox to make a television series based upon my book, that I objected to its doing so, and that I

objected to CBS and any of its affiliates or subsidiaries televising such a series. The same notification was sent to every one of the CBS affiliated stations.

13. With full knowledge of my rights in "Anna and the King of Siam," and of my copyright therein, without any consent or license from me, and without any consideration to me, Twentieth Century-Fox Television, a division of Fox, produced and made available to CBS a version of my literary property produced specifically for television presentation.

14. With full knowledge of my rights in my book and in the copyright therein, but without consent or license from me and without any consideration to me, CBS provided the facilities of its network on a weekly basis, from September 17, to December 31, 1972, and actually telecast thirteen episodes of the television series, "Anna and the King" over some one hundred and ninety stations constituting the Columbia Broadcasting System. None of the episodes was made for initial presentation in a motion picture theater, nor was such presentation made prior to the telecast of the series.

15. Each of the episodes in the series represented by defendants to be "Based on the Biography by Margaret Landon . . . and 'Developed for Television by Bill Idelson and Harvey Miller.'" The sound track of each episode contained frequent bursts of dubbed audience laughter which were heard by television viewers on an average of more than once per minute. The length

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of each episode was approximately twenty-five minutes. I viewed every episode.

16. The series was not well received by the public and it was discontinued in the United States after the December 31, 1972 episode.

Margaret M. Landon

MARGARET M. LANDON

Subscribed and sworn before
me this 4th day of June, 1974.

James H. Nolle

Notary Public

My Commission expires: January 31, 1979.

IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET M. LANDON 4711 Fulton Street, N.W. Washington, D. C. 20007 Plaintiff, v. TWENTIETH CENTURY-FOX FILM CORPORATION 1345 Avenue of the Americas New York, New York 10019, and COLUMBIA BROADCASTING SYSTEM, INC. 51 West 52nd Street New York, New York 10019 Defendants	)	Civil Action No. 518/74 (MEL)

AFFIDAVIT OF HERBERT A. FIERST

DISTRICT OF COLUMBIA) ss:

HERBERT A. FIERST, being first duly sworn, deposes and says:

1. I am co-counsel in the above-captioned matter. My office for the practice of law is located at 1200 - 18th Street, N.W., Suite 607 Ring Building, Washington, D. C. 20036. I am submitting this affidavit in support of plaintiff's cross-motion for partial summary judgment on liability and in opposition to defendants' motion for summary judgment.

2. The following documents, identified in the lettered attachments, were obtained from defendants on discovery:

A. January 14, 1972, Memorandum of Agreement, Twentieth Century-Fox Television and CBS Television Network.

B. CBS Television Network Notice to Station Managers of Affiliated Stations, April 28, 1972.

C. Twentieth Century-Fox Film Corporation Purchase of Literary Material Standard Form.

D. Twentieth Century-Fox Film Corporation Inter-Office Correspondence, dated December 13, 1944, from Harry J. McIntyre to Mr. W. C. Michel.

E. Ten Fox contracts dated between November 25, 1929, and November 10, 1950 (indexed separately at E).

F. Forty-five Fox contracts dated between January 27, 1941, and October 19, 1951 (indexed separately at F).

G. Contract dated March 23, 1955, between William Inge and Twentieth Century-Fox Film Corporation for BUS STOP (modification dated December 27, 1961, attached).

I. Agreement dated July 12, 1968, between Heinz and Hornberger ("Richard Hooker"), and Aspen Productions, Inc., for MASH (including Quitclaim Agreement with Twentieth Century-Fox Film Corporation).

K. Letter dated September 23, 1971, from Edward E. Colton, Esq. to William Fisher, Esq. of Twentieth Century-Fox Film Corporation.

M. Agreement dated December 8, 1944, between Samuel Shellabarger and Twentieth Century-Fox Film Corporation for CAPTAIN FROM CASTILE.

3. The cover sheets and pertinent pages of the contracts listed under Attachments E and F were taken from the documents obtained from defendants on discovery.

4. Photocopies of all of the documents in Attachment H with the exception of H-7 were obtained from the Securities and Exchange Commission, Washington, D. C., by an individual acting pursuant to my supervision. The originals are on file at the SEC. Attachment H-7 was obtained from the Washington office of Merrill Lynch, the original being on file in my office.

5. Attachment J was obtained by me from the Copyright Office of the Register of Copyrights.

6. Attachment L was received by me in the mail from the sender. The original is on file in my office.

7. Most of the newspaper reviews in Attachment N were obtained on discovery. The list of ratings for the 1972 - 1973 season was taken from Variety dated Wednesday, May 30, 1973, the original of which is in my office. The other reviews are from

Lifestyle dated September, 1972, The Washington Post/TV Channels, dated May 6, 1973, and Variety dated May 16, 1973, the originals of which are in my office.

8. I assume that the originals of all copies of the documents obtained on discovery are on file in the offices of the defendants.

9. To the best of my knowledge and belief, each of the attachments is a genuine copy of the original on file at the respective above-mentioned locations.

Herbert A. Fierst
HERBERT A. FIERST

Subscribed and sworn before
me this 5th day of June, 1974.

James H. Noble
Notary Public

My Commission expires: January 31, 1979.

ATTACHMENTS

A. January 14, 1972, Memorandum of Agreement, Twentieth Century-Fox Television and CBS Television Network.

B. CBS Television Network Notice to Station Managers of Affiliated Stations, April 28, 1972

C. Twentieth Century-Fox Film Corporation Purchase of Literary Material Standard Form.

D. Twentieth Century-Fox Film Corporation Inter-Office Correspondence, dated December 13, 1944, from Harry J. McIntyre to Mr. W. C. Michel.

E. Ten Fox contracts dated between November 25, 1929, and November 10, 1950 (indexed separately at E).

F. Forty-six Fox contracts dated between January 27, 1941, and October 19, 1951 (indexed separately at F).

G. Contract dated March 23, 1955, between William Inge and Twentieth Century-Fox Film Corporation for BUS STOP (modification dated December 27, 1961, attached).

H. Twentieth Century-Fox Film Corporation: President's Message to Shareholders dated 1954; excerpts from Report to Stockholders for 1963, 1967, 1972; forms 10K filed with the Securities and Exchange Commission (excerpts) for 1970, 1971, 1972.

I. Agreement of Sale dated July 12, 1968, between Heinz and Hornberger ("Richard Hooker"), and Aspen Productions, Inc., for MASH (including Quitclaim Agreement with Twentieth Century-Fox).

J. Assignment of Copyright from Joan Angel to Twentieth Century-Fox Film Corporation dated October 26, 1943, for ANGEL OF THE NAVY.

K. Letter dated September 23, 1971, from Edward E. Colton, Esq. to William Fisher, Esq. of Twentieth Century-Fox.

L. Letter dated November 16, 1972, from Edward E. Colton, Esq. to Herbert A. Fierst, Esq.

M. Agreement dated December 8, 1944, between Samuel Shellabarger and Twentieth Century-Fox Film Corporation for CAPTAIN FROM CASTILE.

N. Ratings for years 1972 - 1973, Lifestyle article dated September, 1972, The Washington Post/TV Channels article dated May 6, 1973, Variety article dated May 16, 1973, and various critical reviews of television series "Anna and the King".

January 14, 1972

A

MEMORANDUM OF AGREEMENT

The following shall constitute the Memorandum of Agreement between TWENTIETH CENTURY FOX TELEVISION, a division of Twentieth Century Fox Film Corporation ("Fox") and CBS TELEVISION NETWORK, a division of Columbia Broadcasting System, Inc., ("CBS") with regard to a ½ hour film pilot and potential series based upon the script written by Bill Idelson and Harvey Miller tentatively entitled, "Anna and the King of Siam" which would star Yul Brynner.

1. CBS has ordered a ½ hour film pilot (for the 72/73 season) based upon the approved script, subject however, to CBS' approval of the budget and other approvals as outlined below.

2. CBS will reimburse Fox for its actual direct pilot cost up to a maximum of $387,500 inclusive of all script costs and inclusive of a maximum of $16,500 overhead, in accordance with the following formula.

   (a) CBS to bear the first $300,000.
   (b) Fox to bear the next $25,000.
   (c) CBS to bear the next $50,000.
   (d) CBS to bear equally the next $75,000.
   (e) All additional costs thereafter shall be borne and be the sole responsibility of Fox.

3. CBS shall have a series option exercisable December 1, 1971, for a February 72 start and shall have an alternative series option exercisable April 15, 1972 for a fall 1972 start. The series term shall be 5½ or 6 years, depending on whether there is a mid-season or fall start, with CBS having its customary first negotiation first refusal rights to extend the term. The annual renewal option date shall be April 15th of each respective year.

4. The series prices are as follows.

(a) Mid-Season Start:

	New Program	Repeat Program
Mid-Season 1971/72	$112,500	$10,000
First Fall 1972/73	116,750	10,500
Second Fall 1973/74	121,250	11,000
Third Fall 1974/75	125,750	11,500
Fourth Fall 1975/76	130,750	12,000
Fifth Fall 1976/77	135,750	12,500

The aforementioned program prices both new and repeat for a mid-season 71/72 start and for the first fall 72/73, are firm and not subject to any increases whatsoever. Prices for the second fall 73/74 and subsequent years are subject to industry-wide union increases occuring as of February 1, 1973.

(b) Fall Start:

	New Program	Repeat Program
First Year 1972/73	$115,000	$10,000
Second Year 1973/74	119,250	10,500
Third Year 1974/75	123,750	11,000
Fourth Year 1975/76	128,250	11,500
Fifth Year 1976/77	133,250	12,000
Sixth Year 1977/78	137,250	12,500

The first year prices both new and repeat are firm and not subject to any increases whatsoever. Prices for the second and subsequent years are subject to industry-wide union increases occuring as of February 1, 1973. If Fox is unable to obtain a 6th year with any of the principal performers, CBS shall have the right to approve any substitutions.

5. The minimum commitment whether a mid-season or fall start, shall be 13 new programs, including the pilot, with the right to increase the order to up to 26 new programs. Thereafter, in the second and subsequent years, CBS' minimum commitment shall be 22 new programs. Notwithstanding the foregoing, in order to preserve its subsequent options, assuming an initial fall start, CBS must order either 24 new programs (including the pilot) or 22 new programs (inclusive of the pilot) and 3 repeats; assuming an initial mid-season start, CBS must order 13 new programs including the pilot, to retain its option for the following year.

6. If CBS fails to pick up the series in the first fall after a mid-season start, or if based on an initial fall 72/73 start, CBS stops after 13 new episodes, including the pilot, then CBS will reimburse Fox for ½ of its actual direct series overages (including $16,500 overhead on each program already produced) with CBS' maximum contribution to be not more than $150,000. Additionally, with regard to a mid-season start only, if the series is not picked up for the fall 72/73, then CBS will reimburse Fox in the amount of $30,000, which sum Fox is obligated to pay to Mr. Brynner under such circumstances.

7. Irrespective of whether there is a mid-season or fall start, if the series option is picked up, commencing with the second fall 73/74. Fox shall credit to CBS' account on its books, against the network license fees paid by CBS hereunder, the following sums to be repaid to CBS on or before the expiration of the respective broadcast season:

Second fall 1973/74 - $40.000
Third fall 1974/75 - An additional $80,000
Fourth fall 1975/76 - An additional $100,000
Fifth fall 1976/77 - The remaining unrecouped CBS net pilot investment.

For purposes of this paragraph, the licensing of the programs for original broadcast to any other national T.V. network during or after any of the cycles set forth above, shall have the same effect as if the programs were licensed for broadcast to CBS during or between any such periods with the date for repayment to be adjusted accordingly.

In this connection, if CBS broadcasts the pilot, its pilot investment shall be reduced by the amount of the first year program package price (which in this case would be $115,000. inasmuch as CBS did not exercise its mid-season option). Additionally, should the pilot be rerun as other than an episode in the series, CBS will further reduce its pilot investment by the first year rerun price of $10.000. If CBS exercises its series option, CBS' pilot play-off rights would expire at the end of the term of this agreement.

8. CBS shall have the same creative approvals with regard to both the pilot and the series as it had in the "Arnie" deal; and shall, of course, have its usual program practice approvals in addition. In this regard, CBS hereby approves Yul Brynner as the lead.

9. It is understood and agreed between the parties that Yul Brynner's services are of the essence of this agreement and that all matters of exclusivity relating to Brynner and the other principal performers shall be subject to CBS' prior approval.

10. Nothing herein contained will be deemed to obligate CBS to broadcast any programs hereunder, and subject to the terms and conditions contained herein, CBS will have fully discharged its obligation to Fox by paying the applicable fees which may be required to be paid under the terms of this agreement.

CBS' compliance with any enactment, rule, order, or act of government or governmental instrumentality (whether federal, state or local), which in any way or at any time(s) limits or restricts the amount or rate of payment which may lawfully be paid to Fox hereunder, shall not constitute a breach hereunder and shall not justify failure by either party hereto, to perform any of its obligations hereunder, except as may be required by said enactment, rule, order or act.

The foregoing shall constitute a Memorandum of Agreement on all substantive points respecting this property between the parties, and shall be inserted in a more formal agreement which shall include additional provisions dealing with other subject matters customarily dealt with by CBS in agreements of this kind with program producers, including without being limited to breach, force majeure, incapacity, and FCC requirements. Such agreement shall also provide that at CBS' election, from time to time, Fox shall produce the programs in 16mm or 35mm or other gauge film or on video tape or in such other medium as CBS elects, with any extra costs or savings in program production caused thereby, to be reflected by an appropriate adjustment of the program price. Until you and we have agreed upon such additional provisions, the foregoing terms set forth herein, shall constitute a binding agreement, and the prevailing industry practice respecting such other subject matters shall apply.

TWENTIETH CENTURY FOX TELEVISION
a division of
Twentieth Century Fox Film Corporation

by:_____

CBS TELEVISION NETWORK
a division of
Columbia Broadcasting System, Inc.

by:_____

CBS TELEVISION NETWORK

A Division of Columbia Broadcasting System, Inc., 51 West 52 Street, New York, New York 10019 (212) 765-4321

Transmit Only to Stations Checked

No. TV ....3....

Date ....4/28/72....

TO: STATION MANAGER

RE: ANNA AND THE KING OF SIAM -- ENTERTAINMENT
SUNDAY, 7:30-8:00 PM CRYT
9/17/72 THROUGH 9/9/73

HEREWITH FIRM ORDER FOR THE ABOVE PROGRAM EFFECTIVE SEPTEMBER 17, 1972 THROUGH SEPTEMBER 9, 1973 FOR 52 CONSECUTIVE WEEKS, SUBJECT TO CANCELATION AT ANYTIME BY CBS ON TWENTY-EIGHT DAYS NOTICE TO YOU.

WE ARE PLEASED TO OFFER THIS NEW TELEVISION SERIES BASED ON THE BOOK BY MARGARET LANDON WHICH HAS PREVIOUSLY BEEN TURNED INTO BOTH A SUCCESSFUL MOVIE AND A SUCCESSFUL BROADWAY MUSICAL. STARRING IN THIS PROGRAM ARE YUL BRYNNER AS THE KING OF SIAM AND SAMANTHA EGGAR AS ANNA.

PROGRAM WILL CONCLUDE WITH A THIRTY-TWO SECOND END STATION BREAK.

A SCHEDULE OF ADVERTISERS WILL FOLLOW UNDER SEPARATE COVER.

WE MUST HAVE YOUR NOTIFICATION AS TO ACCEPTANCE OR REJECTION OF THE ABOVE CBS PROGRAM WITHIN 72 HOURS (EXCLUSIVE OF SATURDAYS, SUNDAYS AND HOLIDAYS) SUCH TIME PERIOD TO BEGIN AUGUST 1, 1972.

REGARDS

CTN STATION CLEARANCE

WNOK-TV	AN
WTVD	AI
WBTW	AL
WINK-TV	AZ
WTVX	BF
WFMY-TV	AG
WNCT	AK
WJXT	AS
WTVJ	BA
WTAR-TV	AF
WDBO-TV	AW
WCAU-TV	AA
WTVR	AE
WBOC-TV	AB
WTOC-TV	AR
WTVT	AX
WTOP-TV	AD

KTXS-TV	QW
KFDA-TV	QI
WHMA-TV	DK
WAIM-TV	DB
WAGA-TV	DC
KTBC-TV	EC
WAFB-TV	DQ
KFDM-TV	DZ
WBMG-TV	EX
KBTX	ED
WCBI-TV	DK
WRBL-TV	DF
KZTV	QN
KDFW-TV	EF
WTVY	BD
KGBT-TV	QQ
KHOU-TV	EA
WJTV	DN
KLFY-TV	DS
KLBK-TV	QJ
WMAZ-TV	DE
WTOK-TV	DL
WKRG-TV	DJ
KNOE-TV	DP
WCOV-TV	DG
WWL-TV	DR
KOSA-TV	QR
KCTV	QK
KENS-TV	QL
KSLA-TV	DW
WSPA-TV	DA
WCFT-TV	EG
WCTV	BB
KWTX	ED

KFVS-TV	FP
WDBJ-TV	FG
KTVC	XC
KFSA-TV	GG
KLOE-TV	GN
KAYS-TV	GN
WHNT-TV	FL
KRCG-TV	FW
WJHL-TV	FD
KUHI-TV	FF
KCMO-TV	FX
WBIR-TV	FE
KTHV	GI
WREC-TV	FK
WLAC-TV	FI
KWTV	GF
KHQA-TV	GB
WDBJ-TV	FB
KOLR	FS
KMOX-TV	FR
WJBK-TV	GC
KOTV	GE
KTVH	GD
KAUZ-TV	GJ

WTEN	IB
WABI-TV	IP
WNBF-TV	IA
WHDH-TV	IK
WBEN-TV	IE
WCAX-TV	IR
WSEE	IW
WTIC-TV	IG
WGAN-TV	IN
WFRI-TV	IL
WAGM-TV	IQ
WHEC-TV	ID
WDAU-TV	IS
WHEN-TV	IC
WWNY-TV	IE

WCPO-TV	KN
WJW-TV	KI
WBNS-TV	KK
WHIO-TV	KL
WJBK-TV	KQ
KDAL-TV	LD
WANE-TV	KP
WBAY-TV	LA
WHP-TV	KB
WARD-TV	KD
WKZO-TV	LE
WLYH-TV	LI
WJIM-TV	KS
KEYC-TV	LN
WLUC-TV	KZ
KGLO	PC
WCCO-TV	LC
KDKA-TV	KE
WKNX-TV	KW
WSBT	NK
WSTV-TV	KF
WTOL-TV	KJ
WSAU-TV	LB
WSBA-TV	LG
WKBN-TV	KG

WMT-TV	NZ
WCIA	NP
WCHS-TV	NC
WBBM-TV	NL
KRNT-TV	PB
WEHT	NF
WISH-TV	NI
WKBT	NX
WLFI-TV	NJ
WKYT	NA
KOLN-TV	PF
WHAS-TV	NE
WISC-TV	NW
WISN-TV	NS
WOW-TV	PE
WMBD-TV	NQ
WCEE-TV	NB
WHBF-TV	NR
KMBC	PD
KELO-TV	PG
WTHI-TV	NG
WDTV	FC

KGGM-TV	QG
KOOK-TV	SB
KXMB-TV	XN
KBOI-TV	XK
KXLF-TV	SC
KTWO-TV	XI
KFBC-TV	XF
KKTV	XC
KLZ-TV	XD
KDIX-TV	XP
KROD-TV	QS
KXJB-TV	XQ
KXGN-TV	XW
KREX-TV	XS
KRTV	SD
KID-TV	XJ
KXMC-TV	XR
KOOL-TV	QC
KRSD-TV	XL
KWRB-TV	XG
KBIM-TV	QF
KSL-TV	XA
KOLD-TV	QD
KMVT	XE
KXMD-TV	SX

KUAM-TV	
BURLINGAME	RM
KBAK-TV	RA
KVOS-TV	RS
KHSL-TV	RG
KECC-TV	QB
KIEM-TV	RI
KFSN-TV	RB
KOTI-TV	RK
KLAS-TV	XS
KLEW-TV	RN
KNXT	QX
KOBI-TV	RK
KMST	SE
KEPR-TV	RN
KOIN-TV	RL
KOLO-TV	RJ
KXTV	RP
KEMB-TV	QA
KPIX	RE
KGOV	RC

TWENTIETH CENTURY-FOX FILM CORPORATION

PURCHASE OF LITERARY MATERIAL

STANDARD FORM

This Agreement, dated....., 194...., by and between

.....

of ....., hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York Corporation, hereinafter designated as the "PURCHASER,"

WITNESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original { literary / dramatic } composition (hereinafter referred to as the "literary property"), entitled "..... in relation to which the following facts are true and correct:

1. The name of the author of said literary property is .....
2. Said literary property is unpublished.
3. Said literary property was published as a.....

(If published in a magazine give name of magazine and date of issue or issues in which property appeared)

4. The publisher's name was.....
5. Said literary property is uncopyrighted.
6. Said literary property was copyrighted by..... on .....

Entry No.....in the office of the United States Register of Copyrights.

7. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.
8. No motion picture or dramatic presentation of said literary property has been manufactured or presented, except as follows:

.....

.....

.....

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work and is not in the public domain in any country in the world; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property, the rights to which the Purchaser has herein acquired.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture made by the Purchaser based upon the said literary property. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of .....

.....Dollars ($.....), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser only the rights hereinabove conveyed and granted, and the Owner does hereby specifically reserve unto himself all other rights in and to said literary property. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting by reason of or based upon such infringement or infringements, and does hereby assign and set over unto the Purchaser any and all recoveries obtained in any such action. The Owner agrees that he will not compromise, settle or in any manner interfere with such litigation, if brought, and the Purchaser does hereby agree to indemnify and save harmless the said Owner from any costs or damages that may arise by reason of any such suits or proceedings.

FIFTH: The Owner hereby grants to the Purchaser the right to publish, copyright or cause to be published and copyrighted in any and all languages, in any and all countries of the world, in any form or media, (including but not limited to,) press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets, synopses, revised and/or abridged versions of said literary property not exceeding 7,500 words adapted from the said literary property or from any version of any motion picture and/or television version, with or without sound accompaniment, produced, performed, released or exhibited pursuant hereto.

SIXTH: The Owner agrees to execute and procure any other and further necessary instruments to convey, assign and copyright the rights herein granted in any country throughout the world, and if it shall be necessary by the laws of any country that copyright registration must be acquired in the name of the Owner, the Purchaser shall be permitted to apply for said copyright registration in the name of the Owner and in such event the Owner shall assign and transfer the same unto the Purchaser. The Owner further agrees, upon request, to duly execute, acknowledge, procure and deliver to the Purchaser such short form assignments as may be requested by the Purchaser for the purpose of recording in the United States or elsewhere. If the Owner shall, upon the Purchaser's request, fail to so execute and deliver such additional assignments, the Purchaser is hereby authorized to execute the same in the name of the Owner and as the Owner's attorney-in-fact.

SEVENTH: The Owner shall, in the event that said literary property is hereafter published in the United States and/or in any foreign country throughout the world, take and complete any and all steps and proceedings required by law of the country within which such publication occurs, to secure copyright thereon and to prevent the said literary property from falling into the public domain by reason of such publication. The Owner will further take such steps and proceedings, as may be necessary, to renew any and all copyrights now or hereafter secured upon such literary property, and after such renewal will assign to the purchaser the rights herein granted to the purchaser for such renewed term. In the event that the Owner shall fail so to do, the Purchaser is hereby given the right and authority to perform such acts and take such proceedings in the name and on the behalf of the Owner, and as the Owner's attorney-in-fact.

EIGHTH: The Owner will not use, nor permit the use of any of the rights reserved to him hereunder, in any form or manner, or for any purpose which would unfairly compete with the full and unrestricted use of the rights that are herein granted by the Owner to the Purchaser.

NINTH: This agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns forever.

TENTH: If this agreement shall be executed by more than one owner or by a corporation, the language herein contained, wherever a reference to the Owner is made, shall be deemed to include all of said Owners and shall be deemed to refer to a corporate owner as well as an individual or individuals.

ELEVENTH: The Owner agrees to furnish to the Purchaser forthwith upon the execution of this agreement five (5) printed or typewritten copies of said literary property in the same form in which said material was presented to the public, or if no such presentation has been made then in the form presented to the Purchaser.

IN WITNESS WHEREOF, the undersigned have executed these presents the day and year first above written.

.....L. S.

.....L. S.

TWENTIETH CENTURY-FOX FILM CORPORATION

By .....
Its

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this day of , 194 , before me personally appeared to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this day of , 194 , before me personally appeared , who, being by me duly sworn, did depose and say that he resides in that he is of TWENTIETH CENTURY-FOX FILM CORPORATION, the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation; that the seal thereto affixed is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

O 209-40M PRINTED IN U.S.A.

TWENTIETH CENTURY-FOX FILM CORPORATION

OFFICE CORRESPONDENCE ONLY DATE December 13, 19 44

Mr. W. C. Michel FROM Harry J. McIntyre

SUBJECT ANNA AND THE KING OF SIAM

My dear Mr. Michel:

I am sending you herewith for your signature three copies of the contract whereby we are purchasing customary motion picture rights in the work entitled ANNA AND THE KING OF SIAM, by Margaret Mortenson London, of New York, N.Y. This contract was prepared in accordance with memorandum, dated November 10, 1944, from Mr. Joseph Moskowitz to Mr. Kilroe.

Will you please also order a check in the amount of $7,500. payable to William Morris Agency, Inc., which is the agent for the author. This amount represents the first installment of the total purchase price of $67,500., and is payable on execution of the contract. The balance of $60,000 is payable under the contract in three installments of $20,000 each on the dates therein specified.

HJMcI:R
encls.

Harry J. McIntyre

Accepted
12/13/44

CONTRACTS
E

1. Ben Ames Williams (A VERY PRACTICAL JOKE), November 25, 1929.

2. Margery Sharp Castle (CLUNY BROWN), May 3, 1944.

3. W. Somerset Maugham (RAZOR'S EDGE), November 2, 1944.

4. Sally Benson, et al. (JUNIOR MISS, etc.), November 6, 1944.

5. Kathleen Winsor (FOREVER AMBER), January 8, 1945.

6. Eleazar Lipsky (STOOLPIGEON), November 1, 1946.

7. Igor Gouzenko, (I WAS INSIDE STALIN'S SPY RING), April 28, 1947.

8. Mary Orr (THE WISDOM OF EVE), June 6, 1949.

9. Sir Duff Cooper (DAVID), March 13, 1950.

10. Michael Korner (DER FALL CICERO), November 10, 1950.

Fox-Williams Contract

THIS AGREEMENT, made and entered into this 25th day of November, 1929, by and between BEN AMES WILLIAMS, residing in the County of Middlesex, State of Massachusetts, hereinafter designated as the "OWNER" and FOX FILM CORPORATION, a corporation organized under and existing by virtue of the laws of the State of New York, hereinafter designated as the "PURCHASER",

W I T N E S S E T H:

That WHEREAS, the owner represents and warrants that he is the sole owner of an original composition entitled "A VERY PRACTICAL JOKE", which was originally copyrighted by The Curtis Publishing Company, on the third day of December , 1925, and designated as copyright B-687427 , in the office of the Registrar of Copyrights, Washington, D. C., and which was, thereafter, duly assigned by said The Curtis Publishing Company to the owner; and

WHEREAS, the owner further represents and warrants that he is the exclusive proprietor, throughout the world, of the rights hereinafter granted and has not assigned, licensed or in any manner conveyed, hypothecated, encumbered or impaired the said rights, nor committed any act by which the same could be or will be diminished or impaired, and that there is no outstanding right, claim or litigation pending against or involving the title or ownership and/or copyright of the said literary composition or the rights hereinafter granted; and,

WHEREAS, the purchaser relying upon and in consideration

of said representations and warranties, desires to acquire the owner's rights hereinafter granted in and to the said literary composition;

NOW, THEREFORE, in consideration of the representations and warranties of the owner as above set forth and of the respective covenants and agreements of the parties hereto, it is hereby agreed:

FIRST: That the owner does hereby grant, convey and assign unto the purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and the motion picture copyright, throughout the world, in and to said literary composition.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary composition, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright motion picture versions of said literary composition, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purpose and/or purposes to adapt one or more versions of said literary composition, to add material thereto and to subtract material therefrom, change the sequence and/or the title thereof, and to register and obtain copyright therein, throughout the world.

(d) The sole and exclusive right to make movietone, musical comedy, operetta, operatic and/or dramatico-musico-movietone versions of said literary composition.

(c) The sole and exclusive right to broadcast by means of the method generally known and described as television, any of the versions of said literary composition, the rights to which the purchaser has herein acquired.

SECOND: In full consideration of the rights herein assigned and granted to the purchaser by the owner, the purchaser shall pay to the owner the sum of Ten Thousand No/100 Dollars ($10,000.00). Receipt of the aforesaid purchase price in full is hereby acknowledged by the owner.

THIRD: It is the purpose of this agreement and the intention of the owner to transfer to the purchaser only the rights hereinabove conveyed and granted, and the owner does hereby specifically reserve unto himself all other rights in and to said literary property.

FOURTH: The owner does hereby grant unto the purchaser the free and unrestricted right, but at the purchaser's own cost and expense, to institute in the name and on behalf of the owner, any and all suits and proceedings in law or in equity, to enjoin and restrain any infringement of the rights herein granted, and does hereby assign and set over unto the purchaser any and all cause or causes of action arising by reason of such infringement or infringements, and does hereby assign and set over unto the purchaser any and all recoveries obtained in any such action. The owner agrees that he will not compromise, settle or in any manner interfere with such litigation if brought, and the purchaser does hereby agree to indemnify and save harmless the said owner from

MARGERY SHARP CASTLE

-and-

TWENTIETH CENTURY-FOX FILM CORPORATION

AGREEMENT

Re: "CLUNY BROWN" (United States of America and its territorial possessions only)

DATED , May 3, 1944.

TWENTIETH CENTURY-FOX FILM CORPORATION
LEGAL DEPARTMENT
444 West 56th Street
New York, N. Y.

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WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby agreed as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, the following rights for the United States of America and its territorial possessions only:

(a) The sole and exclusive motion picture rights and motion picture copyright in and to said literary property.

(b) The sole and exclusive right to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein.

(d) The sole and exclusive right to include in any version of said literary property musical movietone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the motion picture versions of said literary property produced pursuant hereto. The Owner specifically reserves to herself the right to broadcast the literary property by television direct from living actors; provided, however, that the Owner agrees that, for a period from the date hereof until eight (8) years after the date of general release of the first motion picture produced by the Purchaser based upon the literary property, or until ten (10) years after the date hereof, whichever period first expires, she will not grant the right to broadcast the literary property, or any part thereof, by television, or by any other device now known or hereafter to be devised by which the literary property may be reproduced visually and audibly for an audience not present at a performance thereof and with living actors speaking the roles thereof. The Owner grants to the Purchaser the exclusive option to license, lease and/or purchase said reserved rights to broadcast the literary property by television from living actors, or otherwise, at the same price and upon such bona fide terms as may be offered to the Owner by any responsible prospective buyer and which shall be acceptable to the Owner. The Owner agrees to give the Purchaser notice by registered mail of any such bona fide and acceptable offer for any of said reserved rights, or interest therein, and the Purchaser shall have ten (10) days after receipt of such notice within which to decide whether or not it will exercise its said option to acquire said rights, or interest therein, at the price and terms stated in said notice. In the event that the Purchaser shall not send to the Owner, within said ten (10) day period, notice by registered mail that it exercises its said option

to acquire said reserved rights, or interest therein accompanied by payment of the portion of the consideration which is payable at that time under the terms of the offer, its option with respect thereto shall thereupon terminate.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, solely in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any motion picture based on said literary property. Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means for a period from the date hereof until two years after the general release date of the first motion picture made by the Purchaser based upon the said literary property, or until four (4) years after the date hereof, whichever period first expires.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser, the Purchaser shall pay the total sum of SIXTY THOUSAND DOLLARS ($60,000) as follows:

(a) To Blanche Gregory Carter of New York, N.Y., at the office of the Purchaser in New York, New York, the sum of SIX THOUSAND DOLLARS ($6,000) in five (5) equal installments of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200) each, which said installments shall be payable on June 1, 1944, June 1, 1945, June 1, 1946, June 1, 1947 and June 1, 1948, respectively.

(b) To the Owner, in London, England, the sum of FIFTY-FOUR THOUSAND DOLLARS ($54,000) in five (5) equal installments of TEN THOUSAND EIGHT HUNDRED DOLLARS ($10,800) each, which said installments shall be payable in sterling at the then prevailing rate of exchange on June 1, 1944, June 1, 1945, June 1, 1946, June 1, 1947 and June 1, 1948, respectively.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser only the rights hereinabove conveyed and granted, and the Owner does

THIS AGREEMENT dated November 2, 1944, by and between W. SOMERSET MAUGHAM, of New York, New York, hereinafter referred to as the "Owner", party of the first part, and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter referred to as the "Purchaser", party of the second part;

WITNESSETH:

WHEREAS, the Owner represents and warrants that he is the sole author of an original literary composition (hereinafter referred to as the "literary property") entitled "THE RAZOR'S EDGE," in relation to which the following facts are true and correct:

(a) The literary property was published by McCall Corporation in its magazine entitled "Red Book," in the issues thereof from December, 1943 through May, 1944, and was registered for copyright as part of said issues of said magazine by and in the name of McCall Corporation under the following publication dates and entry numbers, in the office of the Register of Copyrights, Washington, D.C.:

December 1943 issue	copr. Nov. 26, 1943	Entry No. B 609714
January 1944 issue	copr. Dec. 31, 1943	Entry No. B 613994
February 1944 issue	copr. Jan. 28, 1944	Entry No. B 617049
March 1944 issue	copr. Feb. 25, 1944	Entry No. B 621936
April 1944 issue	copr. March 31, 1944	Entry No. B 625[illegible]0
May 1944 issue	copr. April 28, 1944	Entry No. B 6[illegible]04

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could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership, and/or copyright of the said literary property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby agreed as follows:

1. The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words, taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with any copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world. Anything herein elsewhere contained to the contrary notwithstanding, the Owner warrants that he has done nothing to impair the availability of the title of the literary

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property and that, in so far as the Owner can grant the same, the Purchaser shall have the exclusive right to use said title of the literary property as the title of any motion picture.

(d) The right to include in any version of said literary property herein authorized, musical movietone accompaniment, and to include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property, the rights to which the Purchaser has herein acquired.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, but only in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any version of said literary property authorized hereunder. Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two (2) years after the general release date of the first motion picture made by the Purchaser based upon the said literary property, or until four (4) years after the date hereof, whichever period sooner expires. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted to the Purchaser hereunder.

(h) The right to publish, copyright or cause to be published and copyrighted, in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses, revised and/or abridged versions of said literary property, not exceeding 7,500 words each, adapted from the said literary property or from any motion picture and/or television version thereof; provided that the rights granted in this subdivision (h) shall be used only in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any version of the literary property authorized hereunder.

THIS AGREEMENT, made this 6th day of November, 1944, by and between SALLY BENSON, JOSEPH FIELDS and JEROME CHODOROV, parties of the first part, hereinafter jointly and severally referred to as the "Sellers", and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, party of the second part, hereinafter referred to as the "Purchaser",

WITNESSETH:

1. WHEREAS, SALLY BENSON represents and warrants that she is the author of a series of short stories which were published in The New Yorker Magazine, and registered for copyright by and in the name of F-R Publishing Corporation in the Office of the Register of Copyrights, Washington, D.C., as follows:

(1) JUNIOR MISS, issue of October 28, 1939, published October 26, 1939, Entry No. B:433608

(2) MADAME LA MARQUISE, TOUJOURS FIDELE, issue of November 18, 1939, published November 16, 1939, Entry No. B:436185

(3) DADDY DEAR, issue of December 9, 1939, published December 7, 1939, Entry No. B:436720

(4) THE BEST OF THINGS COME IN SMALL PACKAGES, issue of December 23, 1939, published December 21, 1939, Entry No. B:440168

(5) BUY ME ROT, issue of February 17, 1940, published February 15, 1940, Entry No. B:443779

(6) THE PARAGON, issue of March 9, 1940,
published March 7, 1940,
Entry No. B:447382

(7) FOR POSTERITY, issue of April 6, 1940,
published April 4, 1940,
Entry No. B:448890

(8) APPRECIATION OF ART,
issue of May 25, 1940,
published May 23, 1940,
Entry No. B:457474

(9) A FURTIVE TEAR, issue of June 15, 1940,
published June 13, 1940,
Entry No. B:459222

(10) LES TEMPS PERDUS, issue of November 30, 1940,
published November 28, 1940,
Entry No. B:478945

(11) A NEW LEAF, issue of January 4, 1941,
published January 2, 1941,
Entry No. B:479805

(12) THE PRIMROSE PATH, issue of January 25, 1941,
published January 23, 1941,
Entry No. B:480991.

The said stories (numbered herein 1 to 12) were published in book form by Random House under the title "JUNIOR MISS" on May 20, 1941, and copyrighted by and in the name of Sally Benson, Entry No. A: 154552, in the office of the Register of Copyrights, Washington, D.C.

The said Sally Benson represents and warrants that she has not adapted the said short stories from any other literary, dramatic or other work of any kind, nature or description, nor has she copied or used the plot, scenes, sequences or story of any other literary production and that said short stories do not infringe upon the common law or statutory rights of any other literary or dramatic work: and

YOURS", "FATHER'S OPTICH WIFE", "HOLLYWOOD WE ARE COMING", "THE GREAT AUTOGRAPH CONSPIRACY", "'A CAUSE' - AND EFFECT", "MATINEE MADNESS" and "POOR JANE GOES TO THE DOGS"; and

5. WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights herein granted in and to the said literary work upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the mutual covenants and conditions herein stated, the parties hereto agree as follows:

FIRST: The Sellers do hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary work.

(b) The sole and exclusive rights, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary work, on records, films or other devices designed and used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary work.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary work with or without sound accompaniment and with or without the interpolation of musical numbers therein,

and for such purposes to adapt one or more versions of the said literary work, to add to and subtract from the literary work, change the sequence thereof, change the title of said literary work, use said title or any of its components in connection with motion pictures and televised motion pictures produced hereunder, change the characters in said literary work, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein throughout the world. However, the Purchaser shall pay to the Sellers an additional sum of Fifty Thousand Dollars ($50,000.) for each sequel made as described in paragraph "EIGHTH" herein.

(d) The sole and exclusive right to include in any version of said literary work, herein authorized, interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make motion picture, musical comedy, operetta or dramatic musico version of said literary work.

(f) The sole and exclusive right to broadcast from the film or other mechanical devices by means of the method generally known and described as television, any of the motion picture versions of the said literary work. The Sellers specifically reserve to themselves the right to broadcast the literary work by television direct from living actors; provided, however, that the Sellers agree that they shall not for a period of ten (10) years after the date hereof, or eight (8) years from the general release date of the said motion picture, whichever date is the earliest, grant the right to broadcast the literary work, or any part thereof, by television, or by any other device now known or hereafter to be devised by which the literary work may be reproduced visually and audibly for an audience not present at a performance thereof and with living actors speaking the roles thereof. The Sellers grant to the Purchaser the exclusive option to license, lease and/or purchase said reserved rights to broadcast the literary work

by television from living actors, or otherwise, at the same price and upon such bona fide terms as may be offered to the Sellers by any responsible prospective buyer and which shall be acceptable to the Sellers. Sellers agree to give the Purchaser notice by registered mail of any such bona fide and acceptable offer for any of said reserved rights, or interest therein, and the Purchaser shall have ten (10) days after the receipt of said notice within which to decide whether or not it will exercise its said option to acquire said rights or interest therein, at the price and terms stated in said notice. In the event that the Purchaser shall not send to the Sellers, within said ten-day period, notice by registered mail that it exercises its said option to acquire said reserved rights, or interest therein, its option with respect thereto shall thereupon terminate.

(g) The right to broadcast by means of radio processes, portions of said literary work, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture based on said literary work; said right to broadcast, however, is subject to the limitations set forth in paragraph marked "SIXTH" herein. Purchaser will not serialize a broadcast based upon the said literary work.

SECOND: It is the purpose of this agreement and the intention of the Sellers to transfer to the Purchaser only the rights hereinabove conveyed and granted, and the Sellers do hereby specifically reserve unto themselves all other rights in and to said literary work for their own use. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

THIRD: The Sellers do hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Sellers any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and do hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting by reason of or based upon such infringement or

THIS AGREEMENT, dated January 8th 1945, by and between KATHLEEN WINSOR, of Berkeley, California (whose married name is Mrs. Robert J. Herwig and who is hereinafter designated as the "Owner"), and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation (hereinafter designated as the "Purchaser");

W I T N E S S E T H:

WHEREAS, the Owner (whose address for the purpose hereof is in care of Annie Laurie Williams, 18 East 41st Street, New York, N.Y.) represents and warrants that she is the sole author of an original literary composition (hereinafter referred to as the "literary property") entitled "FOREVER AMBER", in relation to which the following facts are true and correct:

1. The Owner is sole author of said literary property.

2. The literary property was published in book form by MacMillan Co. on October 16, 1944.

3. The literary property was registered for copyright by and in the name of KATHLEEN WINSOR HERWIG under publication date of October 16, 1944, Entry No. A-183879, in the office of the Register of Copyrights, Washington, D. C.

4. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as herein specified.

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hereinafter granted in and to the literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby agreed as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the theme, text and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independ-

ent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world. The representations and warranties set forth in the recitals of this agreement shall not apply to, or be operative with respect to changes in the scene, plot or characters of the literary property made by the Purchaser, or to additions to, or interpolations in the scene, plot or story of the literary property made by the Purchaser.

(d) The sole and exclusive right to include in any version of said literary property musical movietone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the motion picture versions of said literary property produced pursuant hereto. The Owner specifically reserves to herself the right to broadcast the literary property by television direct from living actors; provided, however, that the Owner agrees that, for a period from the date hereof until eight (8) years after the date of general release of the first motion picture produced by the Purchaser based upon the literary property, or until ten (10) years after the date hereof, whichever period first expires, she will not grant the right to broadcast the literary property, or any part thereof, by television, or by any other device now known or hereafter to be devised by which the literary property may be reproduced visually and audibly for an audience not present at a performance thereof and with living actors speaking the roles thereof. The Owner grants to the Purchaser the exclusive option to license, lease and/or purchase said reserved rights to broadcast the literary property by television from living actors, or otherwise,

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at the same price and upon such bona fide terms as may be offered to the Owner by any responsible prospective buyer and which shall be acceptable to the Owner. The Owner agrees to give the Purchaser notice by registered mail of any such bona fide and acceptable offer for any of said reserved rights, or interest therein, and the Purchaser shall have ten (10) days after receipt of such notice within which to decide whether or not it will exercise its said option to acquire said rights, or interest therein, at the price and terms stated in said notice. In the event that the Purchaser shall not send to the Owner, within said ten (10) day period, notice by registered mail that it exercises its said option to acquire said reserved rights, or interest therein accompanied by payment of the portion of the consideration which is payable at that time under the terms of the offer, its option with respect thereto shall thereupon terminate.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any motion picture based on said literary property. Except as herein stated, the Owner agrees that she will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of the first motion picture made by the Purchaser based upon the said literary property, or four years after the date hereof, whichever period first expires. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

(h) For the purpose of exploiting or advertising any motion picture or other version of the literary property produced hereunder, the right to publish, copyright or cause to be published and copyrighted in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses, revised and/or abridged versions of said literary property not exceeding 7,500 words adapted from the said literary property or from any motion picture and/or television version thereof, with or without sound accompaniment, produced, performed, released or exhibited pursuant hereto.

PURCHASE OF LITERARY MATERIAL

STANDARD FORM

X

This Agreement, dated November 1, 1946, by and between ELEAZAR LIPSKY (pseudonym Lawrence L. Blaine) of New York, New York, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York Corporation, hereinafter designated as the "PURCHASER,"

WITNESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original {literary} composition (hereinafter referred to as the "literary property"), entitled "SCHOOLPIGEON" in relation to which the following facts are true and correct:

1. The name of the author of said literary property is ELEAZAR LIPSKY (pseudonym Lawrence L. Blaine)
2. Said literary property is unpublished.
3. [illegible]
4. [illegible]
5. Said literary property is uncopyrighted.
6. [illegible] on [illegible]
7. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.
8. No motion picture or dramatic presentation of said literary property has been manufactured or presented, except as follows:

No exceptions

and

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work and is not in the public domain in any country in the world; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

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(a) The sole and exclusive motion picture rights and motion pic[illegible] copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property, the rights to which the Purchaser has herein acquired.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture made by the Purchaser based upon the said literary property. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of.....Fifteen Thousand.....

.....Dollars ($15,000.00.....), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser only the rights hereinabove conveyed and granted, and the Owner does hereby specifically reserve unto himself all other rights in and to said literary property. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all causes and causes of action arising or resulting by reason of or based upon such infringement or infringements, and does hereby assign and set over unto the Purchaser any and all recoveries obtained in any such action. The Owner agrees that he will not compromise, settle or in any manner interfere with any litigation, if brought, and the Purchaser does hereby agree to indemnify and save harmless the said Owner from any costs or damages that may arise by reason of any such suits or proceedings.

PURCHASE OF LITERARY MATERIAL
STANDARD FORM

X

This Agreement, dated April 25, 1947, by and between IGOR GOUSENKO, a citizen of Canada and a resident of Canada, hereinafter designated as the "OWNER" of ..... and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York Corporation, hereinafter designated as the "PURCHASER,"

WITNESSETH:

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original [literary] composition (hereinafter referred to as the "literary property"), entitled "...Article..... IGOR GOUSENKO SPY RING. (See also Article Twelfth(b) of this agreement) in relation to which the following facts are true and correct:

1. The name of the author of said literary property is Igor Gousenko

3. Said literary property was published as a serial in Cosmopolitan Magazine in issues for February, March, April, etc., 1947
(If published in a magazine give name of magazine and date of issue or issues in which property appeared)

4. The publisher's name was Hearst Magazines Inc.

6. Said literary property was copyrighted by Hearst Magazines Inc., as stated in Article Twelfth (a) hereof.

7. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.

8. No motion picture or dramatic presentation of said literary property has been manufactured or presented, except as follows:

No exceptions

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work and is not in the public domain in any country in the world; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

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(a) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(b) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(c) To include in any version of said literary property musical movietone accompaniment, herein authorized, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(d) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(e) The sole and exclusive right to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property, the rights to which the Purchaser has herein acquired.

(f) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture made by the Purchaser based upon the said literary property. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of Seventy-Five Thousand..... .....Dollars ($75,000.....), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser only the rights hereinabove conveyed and granted, and the Owner does hereby specifically reserve unto himself all other rights in and to said literary property. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all cause and causes of action arising or accruing by reason of or based upon such infringement or infringements, and does hereby assign and set over unto the Purchaser any and all recoveries obtained in any such action. The Owner agrees that he will not compromise, settle or in any manner interfere with such litigation, if brought, and the Owner does hereby agree to indemnify and save harmless the said Owner from any costs or damages that may arise by reason of any such suits or proceedings.

THIS AGREEMENT, made and entered into in New York, New York, this 6th day of May, 1949, by and between MARY ORR, of New York, N.Y. (hereinafter called the "Owner"), party of the first part, and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation (hereinafter called the "Purchaser"), party of the second part;

W I T N E S S E T H:

FIRST: The Owner represent and warrants to the Purchaser that the following statements are true and correct in all respects:

1. The Owner is the sole author and owner of an entirely original, fictional story, entitled "THE WISDOM OF EVE". The said story was published by Hearst Magazines, Inc. in the May 1946 issue of Hearst International Cosmopolitan and was copyrighted by and in the name of said publisher under date of May 1, 1946, Entry No. B:18996. The said story was simultaneously published by said publisher in the Dominion of Canada.

2. The Owner is also the sole author and owner of an entirely original radio dramatization of the aforesaid story. The said radio dramatization was written by the Owner pursuant to an agreement between her and the National Broadcasting Company for a radio broadcast on January 24, 1949 on the radio show entitled "Radio City Playhouse". Said radio adaptation was broadcast once only on the aforesaid program and date. The said National Broadcasting Company now owns no rights of any kind whatsoever in the aforesaid story and radio adaptation thereof, or either of the same,

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SECOND: The Owner, on her own behalf and on behalf of her heirs, executors, administrators and personal representatives forever, does hereby grant, convey and assign unto the Purchaser, its successors, assigns, distributees and licensees forever, the following rights in and to the said literary property; it being understood, as above set forth, that the rights herein granted by the Owner to the Purchaser are in both the aforesaid story and the aforesaid radio adaptation thereof and all versions thereof, and each and every part of the same:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purpose to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with

works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) The sole and exclusive right to include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right to project and/or broadcast the literary property, or any parts or versions thereof, by means of the method generally known and described as television, or by any process analogous thereto, from living actors, motion pictures, film or other mechanical devices, or any other means now or hereafter utilized in connection therewith.

(g) The right to broadcast by means of radio processes, portions of the literary property or of the motion picture or other versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the production, exhibition and/or distribution of any motion picture or other version of the literary property produced pursuant hereto. Except as herein provided, the Owner will not authorize or permit the literary property, or any part thereof, to be broadcast by any such method or means until two (2) years after the date of general release of any motion picture or television production produced pursuant hereto, or until four (4) years after the date of this agreement, whichever period shall first expire.

(h) The right to publish, copyright or cause to be published and copyrighted in any and all languages, in any and all countries of the world, in any form or media (including, but

not limited to, press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses, revised and/or abridged versions of said literary property, not exceeding 5,000 words each, adapted from the said literary property or from any motion picture or other version thereof.

THIRD: In full consideration of the rights in the literary property herein assigned and granted by the Owner to the Purchaser, and for full performance by the Owner of all of her obligations under this agreement, the Purchaser shall pay the total sum of THIRTY FIVE HUNDRED DOLLARS ($3500), receipt of which the Owner hereby acknowledges. The Owner authorizes and directs the Purchaser to make payment of the aforesaid amount by check payable to the order of "Marcella Powers, as Agent for Mary Orr."

FOURTH: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser only the rights conveyed and granted under this agreement and the Owner does hereby reserve unto herself all other rights in and to the literary property. The Purchaser shall be under no obligation whatever to exercise or put to use any of the rights acquired hereunder.

FIFTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings

THIS AGREEMENT, made and entered into in New York, New York, this 13th day of March, 1950 by and between SIR DUFF COOPER (hereinafter called the "Owner") a resident of Paris, France, party of the first part and TWENTIETH CENTURY-FOX FILM CORPORATION (hereinafter called the "Purchaser") a New York corporation, party of the second part,

W I T N E S S E T H :

FIRST: (a) The Owner represents and warrants to the Purchaser that the following statements are true and correct in all respects:

1. The Owner is the sole author and owner of a wholly original, historical work entitled "DAVID" (hereinafter referred to as the "literary property").

2. The literary property was published in book form in England on May 3, 1943 by Jonathan Cape Ltd. of London, England and the literary property has also been published in book form in other countries. The literary property was registered for ad interim copyright by and in the name of Cooperation Publishing Co., Inc. on June 23, 1943, No. Ac Int. 27693 in the office of the Register of Copyrights, Washington, D. C. An edition of the literary property was published in book form in the United States by Harper & Brothers and copyrighted by and in the name of Cooperation Publishing Co., Inc. on May 26, 1943, No. A:173261 in said Register's office.

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rights so granted by the Owner to the Purchaser hereunder; that the Owner has not committed any act of omission or commission by which the said rights could or will be diminished or impaired, and that there is no claim or litigation pending against or involving the title, ownership, and copyrights or any thereof in and to the literary property or in and to any of the rights granted by the Owner to the Purchaser under this agreement.

(c) The Owner does hereby and shall at all times indemnify and save harmless the Purchaser, its subsidiaries, affiliated companies, exhibitors, licensees and assignees of and from any and all claims, demands and causes of action, or any thereof, concerning the literary property and contents thereof or any part of the same, or connected with or resulting from any breach by the Owner of any of its representations, warranties, covenants or agreements herein contained.

SECOND: The Owner, on his own behalf and on behalf of his heirs, executors, administrators and personal representatives forever, does hereby grant, convey and assign unto the Purchaser, its successors, assigns, distributees and licensees forever:

(a) The sole and exclusive motion picture right and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the theme, text and/or dialogue contained in said literary property.

(c) The sole and exclusive right, throughout the world, to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) The sole and exclusive right to include in all said versions of said literary property musical novietone accompaniment and/or interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version or versions.

(e) The sole and exclusive right to make novietone musical comedy, novietone operette, novietone

operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to project and/or broadcast the literary property or any parts or versions thereof by means of the method generally known and described as television or by any process analogous thereto, from living actors, motion pictures, film or other devices or by any other means now or hereafter utilized in connection therewith.

(g) The sole and exclusive right, throughout the world, to broadcast by means of radio processes the said literary property or parts or versions thereof.

(h) The right to publish, copyright, or cause to be published and copyrighted, in any and all languages in any and all countries of the world, in any form or media (including, but not limited to, press books, press novices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses, revised and/or abridged versions of said literary property, not exceeding 7,500 words each in length, adapted from the said literary property or from any motion picture or other version thereof.

THIRD: The Owner does hereby reserve unto himself all rights in the literary property other than those granted by the Owner to the Purchaser under this agreement, provided, however, that the Owner agrees that he will not exercise or make use of his said reserved rights in the literary property in any manner which shall unfairly compete with the full and unrestricted

THIS AGREEMENT made and entered into this 10th day of November, 1950, by and between MICHEL KOMMER, a resident of Paris, France, (hereinafter called the "Seller"), party of the first part, and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, (hereinafter called the "Purchaser"), party of the second part,

W I T N E S S E T H:

FIRST: (a) Seller represents and warrants to the Purchaser that the following statements are true and correct in all respects:

1. Ludwig Carl Moyzisch is sole author of an original, factual story in the German language entitled "DER FALL CICERO". The said work in the German language was published in 1949 in book form by Presse Verlag of Saarbruecken, Germany. The said work in German and all drafts and versions thereof are hereinafter called "the German version".

2. The German version was translated into English by Constantine Fitzgibbon and Heinrich Fraenkel. As so translated into English, the said work and all drafts and versions thereof are hereinafter called "the English version".

3. The English version is being published serially in England in Reynolds News and Sunday Citizen of London, England, commencing with the issue of August 20, 1950. The English version was published in book form in England by Allen Wingate, Ltd.

4. The English version was published on October 11, 1950 in the United States in book form by Coward-McCann, Inc., under the title "OPERATION CICERO".

5. Application for an interim registration of the English version was made by Allen Wingate, Ltd., to the Office of the Register of Copyrights, Washington, D.C., U.S.A., as follows:

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AND: Seller, as his own behalf and on behalf of his heirs, executors, administrators and personal representatives forever, does hereby grant, convey and assign unto Purchaser, its successors, assigns, distributees and licensees forever, all rights throughout the world in and to the literary property, now or at any time owned or possessed by Seller, including without limitation the following:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures, using for that purpose all or a part of the theme, text and/or dialogue contained in said literary property.

(c) The sole and exclusive right, throughout the world, to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture versions of said literary property, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the description of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) The sole and exclusive right to include in the said versions of said literary property [illegible] and musical accompaniments and/or effects thereof of musical compositions and/or lyrics to be sung in and/or used by the performers in any such version or versions.

(e) The sole and exclusive right to make motion picture musical comedy, motion picture operetta, motion picture operatic and/or dramatic musical motion picture versions of said literary property.

(f) The sole and exclusive right, throughout the world, to produce and/or broadcast the literary property or any parts or versions thereof by means of the method generally known and described as television or by any process analogous thereto, from living actors, motion pictures, film or other devices or by any other means now or hereafter utilized in connection therewith.

(g) The sole and exclusive right, throughout the world, to broadcast by means of radio processes the said literary property or parts or versions thereof.

(h) The right to publish, copyright, or cause to be published and copyrighted, in any and all languages, in any and all countries of the world, in any form or media (including, but not limited to, press books, press notices, trade journals, periodicals, newspapers, heralds, fan magazines and/or small separate booklets) synopses, revised and/or abridged versions of said literary property, not exceeding 7,500 words each in length, adapted from the said literary property or from any motion picture or other version thereof.

THIRD: Seller does hereby grant, convey and assign unto Purchaser, its successors, assigns, distributees and licensees forever, all of the right, title and interest of the Seller in and to the irrevocable, exclusive right and license to use, simulate and portray the likeness, personality, life, activities and career of said Ludwig Carl Moyzisch in

1. C. Douglass Welch (WE GO FAST), January 27, 1941.
2. Joseph Schrank (LAZY GALAHAD), February 11, 1941.
3. Vicki Baum, et al. (BETWEEN YOU AND ME), March 20, 1941.
4. Daisy Robinson Jefferson (RIP VAN WINKLE), August 8, 1941.
5. Mary A. Sture-Vasa (MY FRIEND FLICKA), December 27, 1941.
6. Frederick D. Glidden (SUNSET GRAZE), January 23, 1942.
7. Raymond Chandler (HIGH WINDOW), May 29, 1942.
8. Franz Werfel, et al. (SONG OF BERNADETTE), June 3, 1942.
9. Jan Henrik Marsman (I ESCAPED FROM HONG KONG), July 2, 1942.
10. W. R. Wilkerson (THREE CHEERS), July 9, 1942.
11. Helen Deutsch (THE LAST BEST HOPE) August 20, 1942.
12. Leonard Lee (BOMBER'S MOON), September 10, 1942.
13. Jay Dratler (THE GRAND STREET BOYS), October 13, 1942.
14. Quentin Reynolds (ONLY THE STARS ARE NEUTRAL), October 20, 1942.
15. Mackinlay Kantor (HAPPY LAND), November 23, 1942.
16. Philip Dunne, et al. (MR. BULLFINCH TAKES A WALK), November 30, 1942.
17. Matthew Josephson (VICTOR HUGO), December 3, 1942.
18. Clare Boothe Luce (STORY OF CHINA), December 30, 1942.
19. Jack Grant (THE INCIDENT OF THE COLORED PETTICOATS), January 20, 1943.
20. W. R. Wilkerson (THE SENATOR FROM NEBRASKA), February 9, 1943.
21. Michael Uris (PARIS, TENN.), April 2, 1943.
22. Victoria Wolf (TRUTH IN DEMAND), April 27, 1943.
23. Ralph Dietrich (MIDINETTE), May 7, 1943.
24. Morrie Ryskind, et al. (WHERE DO WE GO FROM HERE?), June 28, 1943.

25. William E. Dodd, Jr., et al. (AMBASSADOR DODD'S DIARY) (THROUGH EMBASSY EYES), July 1, 1943.

26. Vera Caspary, et al. (LAURA), July 14, 1943.

27. Richard English (THE KING OF SWING), August 2, 1943.

28. John Nesbitt (DEATH AND TAXES), August 10, 1943.

29. Richard Davis (LAREDO), August 19, 1943.

30. Charles Belde[illegible] (MERRILY WE ROLL ALONG), October 9, 1943.

31. Damon Runyon (BLOODHOUNDS OF BROADWAY), October 18, 1943.

32. Martha Cheavens (EACH IN HIS WAY), October 26, 1943.

33. David Boehm (TOO MANY WIVES) December 8, 1943.

34. Edward Brand (RIP GOES TO WAR), December 23, 1943.

35. Leonard Spigelgass (NO PLACE LIKE HOME) April 1, 1944.

36. Coles Trapnell, et al. (THIS IS THE LAW) October 12, 1944.

37. Albert Mannheimer, et al. (THE DAYS ARE DARK) October 13, 1944.

38. Marvin Borowsky (THE LONELY JOURNEY) December 1, 1944.

39. Albert Demond (SHOCK), February 13, 1945.

40. Mary A. Sture-Vasa (MY FRIEND FLICKA and THUNDERHEAD), July 10, 1945.

41. Louise B. Nichols (THE GREAT BETRAYER), July 23, 1945.

42. Preston Sturges (MATRIX), December 16, 1946.

43. Frank Donahue, et al. (SWIMANDOS), February 23, 1950.

44. Jack Pollexfen (CONVICT LAKE), June 28, 1950.

45. Hugo Haas, et al. (THE BRIDGE) July 24, 1951.

46. Cyril Hume, et al. (HAND ACROSS THE SEA), October 19, 1951.

THIS AGREEMENT, dated January 21, 1941, by and between C. DOUGLASS WELCH, of Seattle, Washington, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "WE GO FAST", in relation to which the following facts are true and correct:

1. The name of the author of said literary property is C. Douglass Welch.

2. Said literary property was published as a story on February 11, 1939 in The Saturday Evening Post.

3. The publisher's name was The Curtis Publishing Company.

4. Said literary property was copyrighted by The Curtis Publishing Company on February 8, 1939, Entry No. B:404659, in the office of the United States Register of Copyrights.

5. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.

6. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion

picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright motion picture and television adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

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(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of ONE THOUSAND DOLLARS ($1,000.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the

THIS AGREEMENT, dated February 11th 1941, by and between JOSEPH SCHRANK, of ERWINNA, PA., hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "LAZY GALAHAD", in relation to which the following facts are true and correct:

1. The name of the author of said property is Joseph Schrank.
2. Said property is unpublished.
3. Said property is uncopyrighted.
4. No copyright has been effected, nor has any other registration relating to copyright protection been made.
5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters

and characterizations as are in the public domain, and that said property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.

(b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.

(c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.

(d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.

(e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(f) To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(g) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said property.

(h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.

(i) The right to broadcast by means of radio processes, portions of said property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner's agent and representative, H. N. Swanson, Inc. the total sum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($17,500.00) receipt of which is hereby acknowledged.

THIS AGREEMENT, dated March 2c, 1941, by and between VICKI BAUM, LADISLAS FODOR and GUY TROSPER, all of Los Angeles, California, hereinafter designated as the "OWNERS" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owners represent and warrant that they are the sole owners of an original literary composition (hereinafter referred to as the "property") entitled "BETWEEN YOU AND ME", in relation to which the following facts are true and correct:

1. The names of the authors of said property are Vicki Baum, Ladislas Fodor and Guy Trosper.

2. Said property is unpublished.

3. Said property is uncopyrighted.

4. No copyright has been effected, nor has any other registration relating to copyright protection been made.

5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

WHEREAS, the Owners further represent and warrant that they have not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor have they copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters

THIS AGREEMENT, dated May 23rd, 1942, by and between

and characterizations as are in the public domain, and that said property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

WHEREAS, the Owners further represent and warrant that they are the exclusive proprietors throughout the world of the rights hereinafter granted, and have not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owners do hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, all the right, title and/or interest of the Owners in and/or to said property, including, but not limited to the following rights:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.

any other literary production excepting such material, incidents,

(b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.

(c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.

(d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.

(e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new

versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(f) To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(g) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said property.

(h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.

(i) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television versio or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owners, the Purchaser shall pay to the Owners jointly the total sum of THREE THOUSAND DOLLARS ($3,000.00), receipt of which is hereby acknowledged.

THIS AGREEMENT, dated August 6, 1941, by and between DAISY ROBINSON JEFFERSON, of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that she is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "HIP HAN WINNER" in relation to which the following facts are true and correct:

1. The names of the authors of said property are Joseph Jefferson and Dion Boucicault.

2. Dion Boucicault, one of the authors of said property did not, and does not now, nor do any of his heirs, administrators or assigns, own any right, title or interest whatsoever in and to any part or portion of said literary property; that said Dion Boucicault was employed merely as a collaborator with said Joseph Jefferson, the other author, and that all of the results and proceeds of said Dion Boucicault's services in connection with said property, became the sole property of said Joseph Jefferson, his heirs, administrators and assigns forever.

3. Said property was published by Dodd, Mead and Company on November 25, 1865 and copyrighted by and in the name of Dodd, Mead and Company under Entry No. 58770.

4. That said Joseph Jefferson, prior to his death on April 23, 1905, did sell, assign, transfer and convey all of his right, title and interest in and to said property to his son, Thomas L. Jefferson of Los Angeles, California.

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FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright motion picture and television adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical novelties accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musical movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser the rights hereinabove conveyed and granted, together with the moral rights of authors, and the Owner does hereby specifically reserve unto herself all other rights in and to said literary property. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all suits and causes of action arising or resulting by reason of or based

THIS AGREEMENT, dated December 27th, 1941, by and between MARY A. STURE-VASA (professionally known as MARY O'HARA), of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that she is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "MY FRIEND FLICKA", in relation to which the following facts are true and correct:

1. The name of the author of said literary property is Mary A. Sture-Vasa (professionally known as Mary O'Hara).

2. Said literary property was published in Red Book Magazine, issue of August, 1941, and copyrighted in the name of McCall Corporation on July 2, 1941, Entry No. B:503541, in the office of the United States Registrar of Copyrights.

3. Said literary property was published in book form by J. B. Lippincott and Company, and copyright taken in name of Mary O'Hara, on July 25, 1941, Entry No. A:156217, in the office of the United States Registrar of Copyrights.

4. Said literary property was published in the January-February 1941 issue of Story Magazine and copyrighted in the name of Story Magazine, Inc., on December 20, 1940, Entry No.B:479525 in the office of the United States Registrar of Copyrights.

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tations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property and each and every part thereof, including, but not limited to, the characters and characterizations therein contained.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property and of the characters and characterizations therein contained, of every kind and nature, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the character in said literary property, change the description of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture or television version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein

THIS AGREEMENT, dated January 23rd, 1942, by and between FREDERICK D. GLIDDEN, professionally known as LUKE SHORT, of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "SUNSET GRAZE", in relation to which the following facts are true and correct:

1. The name of the author of said literary property is Frederick D. Glidden, professionally known as Luke Short.

2. Said literary property is unpublished.

3. Said literary property will be published by The Chicago Tribune Syndicate in installments commencing in March, 1942, and ending on April 25, 1942.

4. Said literary property is uncopyrighted.

5. No copyright has been effected, nor has any other registration relating to copyright protection been made.

6. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

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WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign

unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said literary property, and each and every part thereof.

(b) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(c) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(d) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in

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new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(e) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(f) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musical movietone versions of said literary property.

(g) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.

(h) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

AND IT IS: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of [illegible] THOUSAND AND FIVE HUNDRED DOLLARS ($2,500.00), receipt of which is hereby acknowledged.

IT IS: It is the purpose of this agreement and the intention of the parties hereto that there shall be granted to the Purchaser the rights

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THIS AGREEMENT, dated May 29th, 1942, by and between RAYMOND CHANDLER, of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "BRASHER DOUBLOON" (alternate title "HIGH WINDOW"), in relation to which the following facts are true and correct:

1. The name of the author of said literary property is Raymond Chandler.

2. Said literary property is unpublished.

3. Said literary property is uncopyrighted.

4. No copyright has been effected, nor has any other registration relating to copyright protection been made.

5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of

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any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said literary property, and each and every part thereof.

(b) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(c) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(d) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television and/or other adaptations or versions of said literary property, or of any part or portion thereof, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the titles of said literary property, use said titles or any of their components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(e) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(f) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(g) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.

(h) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner's agent and representative, Sydney A. Sanders, of New York City, New York, the total sum of THIRTY-FIVE HUNDRED DOLLARS ($3500.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the

THIS AGREEMENT, dated June 3rd, 1942, by and between FRANZ WERFEL and ALMA MAHLER WERFEL, both of Los Angeles, California, hereinafter designated as the "OWNERS" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owners represent and warrant that they are the sole owners and co-authors of an original literary composition (hereinafter referred to as the "literary property"), entitled "SONG OF BERNADETTE", in relation to which the following facts are true and correct:

1. The names of the authors of said literary property are Franz Werfel and his wife, Alma Mahler Werfel.

2. Said literary property was originally published in German by Bermann-Fischer Verlag under the title of "DAS LIED VON BERNADETTE", on November 15, 1941, and an ad interim copyright in the United States was granted on February 14, 1942, in the name of Bermann-Fischer Verlag under Foreign Entry No. 48402.

3. A translation by Ludwig Lewisohn was published by the Viking Press in the United States on April 27, 1942, and registered for copyright by and in the name of the Viking Press under Entry No. A:153600.

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sentations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owners do hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, motion picture, radio, television and/or other adaptations or versions of said literary property, or of any part or portion thereof, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the titles of said literary property, use said titles

or any of their components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.

(g) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owners, the Purchaser shall pay the total sum of FIFTY THOUSAND DOLLARS ($50,000.00),

THIS AGREEMENT, dated July 2, 1942, by and between JAN HENRIK MARSMAN of San Francisco, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition, and a condensed version thereof, (hereinafter referred to as the "literary property"), both entitled "I ESCAPED FROM HONG KONG", in relation to which the following facts are true and correct:

1. The name of the authors of said literary property are Jan Henrik Marsman and Martin Sommers.

2. The condensed version of said literary property was published in the Saturday Evening Post in the issues from June 6, 1942 to June 20, 1942, and copyrighted by and in the name of the Curtis Publishing Company as follows:

Date of Copyright	Copyright Registration Number
June 3, 1942	B:545079
June 10, 1942	B:545758
June 17, 1942	B:547179

3. Said literary property is scheduled for an early publication in book form by the publishing firm of Reynal and Hitchcock.

4. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.

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tations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property and each and every part thereof, including, but not limited to, the characters and characterizations therein contained.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions using for that purpose all or a part of the text, theme, and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property and of the characters and characterizations therein contained, of every kind and nature, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said property, with the exception, however, of the right to televise directly from living actors, which right is hereby reserved to the Owner.

The Owner does hereby warrant and agree that he will not sell, lease, or grant to others the right to make television broadcasts of the property direct from living actors for a period of two (2) years commencing with the date hereof.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture or television version or versions thereof, in conjunction with or explcitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two (2) years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until four (4) years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

4.

THIS AGREEMENT, dated [illegible] 9, 1942, by and between W. R. WILKERSON of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "property") entitled "THREE CHEERS", in relation to which the following facts are true and correct:

1. The name of the author of said property is W. R. Wilkerson.

2. Said property is unpublished.

3. Said property is uncopyrighted.

4. No copyright has been effected, nor has any other registration relating to copyright protection been made.

5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said

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property does not infringe on the common law or statutory rights of any other literary or dramatic work; and

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever, all the right, title and/or interest of the Owner in and/or to said property, including, but not limited to the following rights;

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property, and each and every part thereof.

(b) The sole and exclusive right, throughout the world, to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.

(c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.

(d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.

(e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and subtract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(f) To include musical accompaniments in any version of said property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(g) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, motion musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said property.

(h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.

(i) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of Nine Thousand Dollars ($9,000.00) receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser all of the rights of the Owner throughout the world in and to said property, together with the moral rights of authors; it being understood and agreed, however, that the Purchaser shall be under no obligation to exercise or to put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right, but at the Purchaser's own cost and expense, to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting by reason of or based upon such infringement or infringements, and does hereby

THIS AGREEMENT, dated August [illegible], 1942, by and between HELEN DEUTSCH, of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that she is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "THE LAST BEST HOPE", in relation to which the following facts are true and correct:

1. The name of the author of said literary property is Helen Deutsch.

2. Said literary property is unpublished.

3. Said literary property is uncopyrighted.

4. Said literary property will be published in the December 1942 issue of the Red Book Magazine.

5. No copyright has been effected, nor has any other registration relating to copyright protection been made.

6. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that she has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has she copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and

that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records,

films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said literary property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include musical accompaniments in any version of said literary property, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musical movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said literary property.

(g) The sole and exclusive right, throughout the world, to broadcast by means of radio processes, or by any process analogous thereto, all or any portion or portions of said literary property, or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of Thirty Thousand Dollars ($30,000.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser the rights hereinabove conveyed and granted, including the moral rights of authors, and the Owner does hereby specifically reserve unto herself all other rights in and to said literary property, including the right to cause or permit said property to be published as a novel in the Red Book Magazine. The Purchaser shall, however, be under no obligation to exercise or put to use any of the rights acquired hereunder.

FOURTH: The Owner does hereby grant unto the Purchaser the free and unrestricted right to institute in the name and on behalf of the Owner any and all suits and proceedings in law or in equity, to enjoin and restrain any infringements of the rights herein granted, and does hereby assign and set over unto the Purchaser any and all cause and causes of action arising or resulting

THIS AGREEMENT, dated September 12th, 1942, by and between LEONARD LEE, of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "BOMBER'S MOON", in relation to which the following facts are true and correct:

1. The name of the author of said literary property is Leonard Lee.

2. Said literary property is unpublished.

3. Said literary property is uncopyrighted.

4. No copyright has been effected, nor has any other registration relating to copyright protection been made.

5. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said

literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records,

films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof and of the characters and characterizations contained therein, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

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(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until three (3) years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of THIRTY-FIVE HUNDRED DOLLARS ($3500.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser the rights hereinabove conveyed and granted, together with the moral rights of authors, and the Owner does hereby specifically reserve unto himself

THIS AGREEMENT dated October 13th, 1942, be and between JAY DRATLER of Los Angeles, California, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER"

WITNESSETH

That WHEREAS the Owner represents and warrant that he is the sole owner of an original story outline and idea (hereinafter referred to as the "property") entitled "THE GRAND STREET BOYS," in relation to which the following facts are true and correct:

1. The name of the author of said property is Jay Dratler.
2. Said property is unpublished.
3. Said property is uncopyrighted.
4. No copyright has been effected nor has any other registration relating to copyright protection been made.
5. No motion picture or dramatic presentation of said property has been manufactured or presented, and

Whereas the Owner further represents and warrants that he has not adapted the same property from any other literary, dramatic or other work of any nature or description nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and

that said property does not infringe on the common law or statutory rights of any other literary or dramatic work, and

WHEREAS the Owner represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said property or the rights hereinafter granted; and

WHEREAS the Purchaser relying upon said representation and warranty, desires to acquire the rights hereinafter granted in and to said property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign unto the Purchaser, its successors and assigns forever all the right, title and/or interest of the Owner in and/or to said property, includingbut not limited to the following rights;

(a) The sole and exclusive dramatic and/or stage presentation rights and dramatic copyright throughout the world in and to said property and each and every part thereof.

(b) The sole and exclusive right throughout the world to publish, advertise and sell said property in any style and/or manner the Purchaser may desire.

(c) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said property.

(d) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said property.

(e) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and to copyright literary, dramatic, motion picture, television, radio and/or other adaptations or versions of said property, and of the characters and characterizations contained therein, of every kind and character, with or without sound accompaniment, and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said property, to add to and substract from the property, change the sequence thereof, use a portion or portions of said property, change the title of said property, use said title, or any of its components in connection with works or motion pictures wholly or partially independent of said property, change the characters in said property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(f) To include musical accompaniment in any versions of said property, and to further include in any such version interpolations of musical composition and/or lyrics to be performed and/or sung by the performers in any such version.

(g) The sole and exclusive right to make musical comedy, operetta, operatic and/or dramatic musical versions, movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said property.

(h) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of the said property.

(i) The sole and exclusive right throughout the world to broadcast by means of radio processes or by any process analogous thereto, all or any portion or portions of said property or of the motion picture or television version or versions thereof.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the total sum of FIFTEEN THOUSAND DOLLARS ($15,000.00), payable as follows:

(a) The sum of TEN THOUSAND DOLLARS ($10,000.00) upon the execution hereof, receipt of which is hereby acknowledged, and

(b) The sum of FIVE THOUSAND DOLLARS ($5,000.00) payable upon the completion of all of the Owner's services rendered for the Purchaser under the terms and conditions of that certain employment agreement between the Owner and the Purchaser dated October 13, 1942.

THIS AGREEMENT, dated October 20th, 1942, by and between QUENTIN REYNOLDS, of New York City, New York, hereinafter designated as the "OWNER" and TWENTIETH CENTURY-FOX FILM CORPORATION, a New York corporation, hereinafter designated as the "PURCHASER",

W I T N E S S E T H :

That, WHEREAS, the Owner represents and warrants that he is the sole owner of an original literary composition (hereinafter referred to as the "literary property"), entitled "ONLY THE STARS ARE NEUTRAL", in relation to which the following facts are true and correct:

1. The name of the author of said literary property is Quentin Reynolds.

2. Said literary property was published by Random House, Inc. on June 17th, 1942, and copyrighted by Random House, Inc. under Entry No. A:165218.

3. Said literary property was published in Canada by the Macmillan Company of Canada Limited at the time of publication by Random House, Inc.

4. Said literary property was also published in Omnibook Magazine, Volume 4, Number 9, issue of August, 1942, with reservation of copyright in name of Random House, Inc.

5. Said literary property was also published in New York Post from August 3, 1942 through September 12, 1942.

6. No other copyright has been effected, nor has any other registration relating to copyright protection been made, excepting as above specified.

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7. No motion picture or dramatic presentation of said literary property has been manufactured or presented, and

WHEREAS, the Owner further represents and warrants that he has not adapted the said literary property from any other literary, dramatic or other work of any kind, nature or description, nor has he copied or used the plot, scenes, sequence or story of any other literary production excepting such material, incidents, characters and characterizations as are in the public domain, and that said literary property does not infringe on the common law or statutory rights of any other literary or dramatic work; and,

WHEREAS, the Owner further represents and warrants that he is the exclusive proprietor throughout the world of the rights hereinafter granted, and has not assigned, licensed or in any manner encumbered or impaired the said rights, nor committed any act by which the same could or will be diminished or impaired, and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright of the said literary property or the rights hereinafter granted; and,

WHEREAS, the Purchaser, relying upon said representations and warranties, desires to acquire the rights hereinafter granted in and to said literary property;

NOW, THEREFORE, in consideration of the foregoing representations and warranties, and of the respective covenants and agreements of the parties hereto, it is hereby AGREED as follows:

FIRST: The Owner does hereby grant, convey and assign

unto the Purchaser, its successors and assigns forever:

(a) The sole and exclusive motion picture rights and motion picture copyright throughout the world in and to said literary property.

(b) The sole and exclusive right, throughout the world, to mechanically produce, reproduce and license the reproduction of spoken words taken from and/or based upon the text or theme of said literary property, on records, films, or other devices designed and/or used for the purpose of producing and reproducing sound in synchronism with, accompaniment of or supplementary to motion pictures and/or television productions, using for that purpose all or a part of the text, theme and/or dialogue contained in said literary property.

(c) The sole and exclusive right to make, produce, adapt, sell, lease, rent, exhibit, perform and generally deal in and with and copyright motion picture and television versions of said literary property, or any part or portion thereof, and of the characters and characterizations contained therein, with or without sound accompaniment and with or without the interpolation of musical numbers therein, and for such purposes to adapt one or more versions of said literary property, to add to and subtract from the literary property, change the sequence thereof, use a portion or portions of said literary property, change the title of said literary property, use said title, or any of its components, in connection with works or motion pictures wholly or partially independent of said literary property, change the characters in said literary property, change the descriptions of the said characters, and use all thereof in new versions, adaptations and sequels in any and all languages, and to register and obtain copyright therein, throughout the world.

(d) To include in any version of said literary property musical movietone accompaniment, and to further include in any such version interpolations of musical compositions and/or lyrics to be performed and/or sung by the performers in any such version.

(e) The sole and exclusive right to make movietone musical comedy, movietone operetta, movietone operatic and/or dramatic musico movietone versions of said literary property.

(f) The sole and exclusive right, throughout the world, to broadcast by means of the method generally known and described as television, or any process analogous thereto, any of the versions of said literary property.

(g) The right to broadcast by means of radio processes, portions of said literary property, or the motion picture version or versions thereof, in conjunction with or exploitation of or as an advertising medium or tie-up with the exhibition and/or distribution of any motion picture and/or television production based on said literary property.

Except as herein stated, it is understood and agreed that the Owner will not permit the said literary property or any part thereof to be broadcast by any method or means until two years after the general distribution date of any motion picture and/or television production made by the Purchaser based upon the said literary property, or until four years from and after the date hereof, whichever date shall be the earlier. This restriction on broadcasting, however, shall not in any way affect or restrict the rights on television herein granted.

SECOND: In full consideration of the rights herein assigned and granted to the Purchaser by the Owner, the Purchaser shall pay to the Owner the sum of SEVENTY FIVE HUNDRED DOLLARS ($7500.00), receipt of which is hereby acknowledged.

THIRD: It is the purpose of this agreement and the intention of the Owner to transfer to the Purchaser the rights hereinabove conveyed and granted, together with the moral rights of authors, and the Owner does hereby specifically reserve unto